



# भारत का राजपत्र The Gazette of India

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सं. 17] नई दिल्ली, अप्रैल 23—अप्रैल 29, 2023, शनिवार/ वैशाख 3,— वैशाख 9, 1945  
No. 17] NEW DELHI, APRIL 23—APRIL 29, 2023, SATURDAY/ VAISAKHA 3,— VAISAKHA 9, 1945

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह पृथक संकलन के रूप में रखा जा सके  
Separate Paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)  
PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं  
Statutory Orders and Notifications Issued by the Ministries of the Government of India  
(Other than the Ministry of Defence)

वित्त मंत्रालय  
(वित्तीय सेवाएं विभाग)

नई दिल्ली, 25 अप्रैल, 2023

का.आ. 631.—राष्ट्रीय आवास बैंक अधिनियम, 1987 (1987 का 53) की धारा 14 के खंड (त) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय रिज़र्व बैंक की अनुशंसा पर एतद्वारा शहरी अवसंरचना विकास निधि के कार्यकलापों अर्थात्, शहरी अवसंरचना विकास के लिए राज्य सरकार/राज्य सरकार की एजेंसियों को ऋण और अग्रिम देने के लिए राष्ट्रीय आवास बैंक को अधिकृत करती है।

[सं. 1/6/2023-आईएफ II]

सुरजीत कार्तिकेयन, उप सचिव

**MINISTRY OF FINANCE**  
**(Department of Financial Services)**

New Delhi, the 25th April, 2023

**S.O. 631.**—In exercise of the powers conferred by clause (p) of Section 14 of the National Housing Bank Act, 1987 (53 of 1987), the Central Government, on the recommendation of the Reserve Bank of India, hereby authorises the National Housing Bank to carry out the activities of Urban Infrastructure Development Fund, *i.e.*, to make loans and advances to State Government/ State Government agencies for urban infrastructure development.

[No. 1/6/2023-IF.II]

SURJITH KARTHIKEYAN, Dy. Secy.

**कार्मिक, लोक शिकायत तथा पेंशन मंत्रालय**

**(कार्मिक और प्रशिक्षण विभाग)**

नई दिल्ली, 23 अप्रैल, 2023

**का.आ. 632.**—केन्द्र सरकार, एतद्वारा दिल्ली विशेष पुलिस स्थापना अधिनियम, 1946 (1946 का 25) की धारा 5 की उप-धारा (1) सपठित धारा 6 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मध्य प्रदेश राज्य सरकार, गृह विभाग, मध्य प्रदेश सरकार, भोपाल के पत्र सं. एफ12-1785/2023/बी-1/दो, दिनांक 27.03.2023 के माध्यम से जारी सम्मति से (i) कुशी थाना, जिला धार, मध्य प्रदेश में भारतीय दण्ड संहिता की धाराएँ 420, 418, 409, 34 सपठित भा.दं.सं. की धारा 120-बी, धारा 6(1) [मध्य प्रदेश निक्षेपकों के संरक्षण अधिनियम] तथा बीयूडीएस (बड्स) अधिनियम 2019 की धारा 21 सपठित धारा 3 के तहत दर्ज प्राथमिकी सं. 366, दिनांक 23.07.2020 (ii) एरोड्रॉम थाना, जिला इंदौर, मध्य प्रदेश में भारतीय दण्ड संहिता की धाराएँ 420, 406, 34, धारा 6(1) [मध्य प्रदेश निक्षेपकों के संरक्षण अधिनियम] के तहत दर्ज प्राथमिकी सं. 353, दिनांक 14.07.2020 (iii) एमआईजी थाना, जिला इंदौर, मध्य प्रदेश में भारतीय दण्ड संहिता की धाराएँ 420/467/468/471/120-बी/34 के तहत दर्ज प्राथमिकी सं. 309, दिनांक 13.07.2020 से जुड़े तीन मामलों का अन्वेषण तथा उपर्युक्त अन्वेषण से जुड़े या उस से संबद्ध किसी दुष्प्रयास, दुष्प्रेरणा एवं/अथवा षड्यंत्र का अन्वेषण करने के लिए दिल्ली विशेष पुलिस स्थापना के सदस्यों की शक्तियों और क्षेत्राधिकार का विस्तार समस्त मध्य प्रदेश राज्य में करती है।

[फा. सं. 228/14/2023-एवीडी-II]

संजय कुमार चौरसिया, अवर सचिव

**MINISTRY OF PERSONNEL, PUBLIC GRIEVANCES AND PENSIONS**

**(Department of Personnel and Training)**

New Delhi, the 23rd April, 2023

**S.O. 632.**—In exercise of the powers conferred by sub-section (1) of section 5 read with section 6 of the Delhi Special Police Establishment Act, 1946 (25 of 1946), the Central Government with the consent of the State Government of Madhya Pradesh, issued vide Notification No. F 12-1785/2023/B-1/Two dated 27.03.2023, Home Department, Mantralaya, Bhopal, hereby extends the powers and jurisdiction of the members of the Delhi Special Police Establishment to the whole State of Madhya Pradesh for investigation of three cases relating to i) FIR No. 366 dated 23.07.2020 under section 420, 418, 409, 34 read with section 120-B of Indian Penal Code (45 of 1860), section 6(1) [Madhya Pradesh Nikshepakon Ke hiton ka sanrakshan Adhiniyam] and section 21 read with section 3 of BUDS Act, 2019 registered at Police Station Kukshi, Distt- Dhar, ii) FIR No. 353/20 dated 14.07.2020 under section 420, 406, 34 of Indian Penal Code (45 of 1860) and section 6(1) [Madhya Pradesh Nikshepakon Ke hiton ka sanrakshan Adhiniyam] registered at Police Station Areodrome, Distt- Indore and FIR No. 309/20 dated 13.07.2020 under sections 420, 467, 468, 471, 120-B, 34 of Indian Penal Code (45 of 1860) registered at Police Station MIG, Distt- Indore and any attempt, abetment and/or conspiracy, in relation to or in connection with such offence(s) and/or for any other offence committed in the course of the same transaction or arising out of the same facts.

[F. No. 228/14/2023-AVD-II]

SANJAY KUMAR CHAURASIA, Under Secy.

नई दिल्ली, 23 अप्रैल, 2023

**का.आ. 633.**—केन्द्र सरकार, एतद्वारा दिल्ली विशेष पुलिस स्थापना अधिनियम, 1946 (1946 का 25) की धारा 5 की उप-धारा (1) सपठित धारा 6 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए गृह विभाग, गुजरात सरकार, गांधीनगर के पत्र सं. जीजी/35/एसबी.II/जीएनएच/132023/सीबीआई/148, दिनांक 04.03.2023 के माध्यम से जारी गुजरात राज्य सरकार की सम्मति से (i) प्राथमिकी सं. 11216007230090/2023 दिनांक 20.02.2023, सेक्टर-21 पुलिस स्टेशन, गांधीनगर, गुजरात में भा.दं.सं. की धारा 114 सपठित धारा 406, 420, 465, 467, 468, 471 और गुजरात जमाकर्ता हित संरक्षण (वित्तीय संस्थाएं) अधिनियम 2003 की धारा 3 के तहत पंजीकृत (ii) प्राथमिकी सं. 11198001230089/2023 दिनांक 20.02.2023, थाना नीलम बाग, भावनगर में भा.दं.सं. की धारा 120बी सपठित धारा 406, 409, 420, 465, 467, 468, 471 और गुजरात जमाकर्ता हित संरक्षण (वित्तीय संस्थाएं) अधिनियम 2003 की धारा 3 के तहत पंजीकृत और (iii) प्राथमिकी सं.11192050230090/2023 दिनांक 20.02.2023, थाना साणद, अहमदाबाद ग्रामीण में भा.दं.सं. की धारा 120बी सपठित धारा 406, 409, 420, 465, 467, 468 के तहत पंजीकृत, का अन्वेषण करने तथा ऐसे अपराधों से जुड़े या उनसे संबद्ध किसी दुष्प्रयास, दुष्प्रेरणा एवं षड्यंत्र तथा उसी संव्यवहार में किए गए या उन्हीं तथ्यों से उत्पन्न किसी अन्य अपराध का अन्वेषण करने के लिए दिल्ली विशेष पुलिस स्थापना के सदस्यों की शक्तियों और क्षेत्राधिकार का विस्तार समस्त गुजरात राज्य में करती है।

[सं. 228/19/2023-एवीडी-II]

संजय कुमार चौरसिया, अवर सचिव

New Delhi, the 23rd April, 2023

**S.O. 633.**—In exercise of the powers conferred by sub-section (1) of section 5 read with section 6 of the Delhi Special Police Establishment Act, 1946 (25 of 1946), the Central Government with the consent of the State Government of Gujarat, issued vide Notification No. GG-35/SB.II/GNH/132023/CBI/148 dated 04.03.2023, Home Department, Sachivalaya, Gandhinagar, hereby extends the powers and jurisdiction of the members of the Delhi Special Police Establishment to the whole State of Gujarat for investigation of three cases relating to i) FIR No. 11216007230090/2023 dated 20.02.2023 under sections 114, 406, 420, 465, 467, 468, 471 of Indian Penal Code (45 of 1860), and section 3 of Gujarat Protection of Interest of Depositors (in Financial Establishments) Act, 2003 registered at Police Station Sector-21, District Gandhinagar, ii) FIR No. 11198001230089/2023 dated 20.02.2023 under sections 120-B, 406, 409, 420, 465, 467, 468, 471 of Indian Penal Code (45 of 1860) and section 3 of Gujarat Protection of Interest of Depositors (in Financial Establishments) Act, 2003 registered at Police Station Neelam Baugh, District- Bhavnagar and FIR No. 11192050230090/2023 dated 20.02.2023 under sections 120-B, 406, 409, 420, 465, 467, 468 of Indian Penal Code (45 of 1860) registered at Police Station –Sanad, District- Ahmedabad Rural and any attempt, abetment and/or conspiracy, in relation to or in connection with such offence(s) and/or for any other offence committed in the course of the same transaction or arising out of the same facts.

[No. 228/19/2023-AVD-II]

SANJAY KUMAR CHAURASIA, Under Secy.

## इस्पात मंत्रालय

नई दिल्ली, 6 अप्रैल, 2023

**का.आ. 634.**—राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 (यथा-संशोधित, 1987) के नियम 10 के उप-नियम (4) के अनुसरण में, केन्द्र सरकार एतद्वारा इस्पात मंत्रालय के प्रशासनिक नियंत्रणाधीन एमएसटीसी लिमिटेड, कोलकाता के निम्नलिखित कार्यालयों, जिनके 80 प्रतिशत से अधिक कर्मचारीवृन्द ने हिंदी का कार्यसाधक ज्ञान प्राप्त कर लिया है, को अधिसूचित करती है:-

- (i) शाखा कार्यालय, एमएसटीसी लिमिटेड, विशाखापट्टनम
- (ii) शाखा कार्यालय, एमएसटीसी लिमिटेड, हैदराबाद

[सं. ई-18/6/2021-रा.भा.]

साकेश प्रसाद सिंह, मुख्य लेखा नियंत्रक

**MINISTRY OF STEEL**

New Delhi, the 6th April, 2023

**S.O. 634.**—In pursuance of Sub-rule (4) of Rule 10 of the Official Language (Use for Official Purposes of the Union) Rules, 1976 (as amended, 1987), the Central Government hereby notifies the following offices of MSTC Limited, Kolkata under the administrative control of Ministry of Steel, wherein more than 80% of the staff have acquired the working knowledge of Hindi:-

- (i) Branch Office, MSTC Limited, Visakhapatnam
- (ii) Branch Office, MSTC Limited, Hyderabad

[No. E-18/6/2021-OL]

SAKESH PRASAD SINGH, Chief Controller of Accounts

**विद्युत मंत्रालय**

नई दिल्ली, 20 अप्रैल, 2023

**का.आ. 635.**—केंद्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उप-नियम (4) के अनुसरण में विद्युत मंत्रालय के प्रशासनिक नियंत्रणाधीन दामोदर घाटी निगम के निम्नलिखित कार्यालयों, जिनके 80 प्रतिशत कर्मचारीवृंद ने हिंदी का कार्यसाधक ज्ञान प्राप्त कर लिया है, को एतद्वारा अधिसूचित करती है:

1. स्थानिक निदेशक का कार्यालय  
दामोदर घाटी निगम  
क्वार्टर नंबर एफ -11, सेक्टर -III  
पोस्ट- धुर्वा, रांची  
झारखंड- 834004
2. स्थानिक निदेशक का कार्यालय  
दामोदर घाटी निगम  
एनबीसीसी टावर, तृतीय तल  
बीकाजी कामा पैलेस,  
नई दिल्ली – 110066
3. चन्द्रपुरा ताप विद्युत केंद्र  
दामोदर घाटी निगम  
जिला – बोकारो  
झारखंड- 825303
4. कोडरमा ताप विद्युत केंद्र  
दामोदर घाटी निगम  
पोस्ट- बांझेडीह, जिला-67- कोडरमा  
झारखंड- 825421

[सं. 11011/03/9/2023-हिंदी]

जितेश जॉन, आर्थिक सलाहकार (प्रभारी रा.भा.)

**MINISTRY OF POWER**

New Delhi, the 20th April, 2023

**S.O. 635.**—In pursuance of Sub Rule (4) of Rule 10 of the Official Languages (Use for Official Purpose of the Union) Rules, 1976, the Central Government hereby notify the following offices of Damodar Valley Corporation under the administrative control of Ministry of Power, where 80% of the staff have acquired working knowledge of Hindi:

1. Office of The Resident Director  
Damodar Valley Corporation  
Quarter No. F-11, Sector- III  
Post- Dhurva, Ranchi  
Jharkhand- 834004
2. Office of The Resident Director  
Damodar Valley Corporation  
NBCC Tower, 3<sup>rd</sup> Floor  
Bikaji Cama Palace,  
New Delhi-110066
3. Chandrapura Thermal Power Station  
Damodar Valley Corporation  
Dist : Bokaro  
Jharkhand- 825303
4. Koderma Thermal Power Station  
Damodar Valley Corporation  
Post :- Banjhedi, Dist : Koderma  
Jharkhand- 825421

[F. No. 11011/03/9/2023-Hindi]

JITHESH JOHN, Economic Advisor (In-Charge O.L.)

**वस्त्र मंत्रालय**

नई दिल्ली, 16 मार्च, 2023

**का.आ. 636.**—केंद्र सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उप नियम (4) के अनुसरण में, वस्त्र मंत्रालय के अंतर्गत आने वाले निम्नलिखित कार्यालय, जिसके 80% से अधिक कर्मचारियों ने हिंदी का कार्यसाधक ज्ञान प्राप्त कर लिया है, को अधिसूचित करती है:-

**राष्ट्रीय फैशन प्रौद्योगिकी संस्थान, निफ्ट परिसर, भोपाल**  
**भोपाल बाईपास रोड भौरी, भोपाल- 462030, मध्य प्रदेश।**

[सं. ई-11016/1/2015-हिंदी]

गौरव कुमार, आर्थिक सलाहकार

**MINISTRY OF TEXTILE**

New Delhi, the 16th March, 2023

**S.O. 636.**—In pursuance of sub-rule(4) of Rule 10 of the Official language (Use for official Purpose of the Union) Rules, 1976, the Central Government hereby notifies the following office of the Ministry of Textile, more than 80% staff whereof have acquired working knowledge of Hindi:

**National Institute of Fashion Technology, NIFT Campus, Bhopal**  
**Bhopal Bypass Road, Bhauri, Bhopal-462030, Madhya Pradesh,**

[No. E-11016/1/2015-Hindi]

GAURAV KUMAR, Economic Adviser

**सूचना और प्रसारण मंत्रालय**

नई दिल्ली, 28 मार्च, 2023

**का.आ. 637.**—केंद्र सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उप नियम (4) के अनुसरण में प्रसार भारती, दूरदर्शन महानिदेशालय (सूचना और प्रसारण मंत्रालय) के अधीनस्थ कार्यालय दूरदर्शन केंद्र, रांची, जिनके 80% से अधिक कर्मचारियों ने हिंदी का कार्यसाधक ज्ञान प्राप्त कर लिया है, को अधिसूचित करती है।

[सं. ई-11017/10/2017- हिंदी]

इफ्तेखार अहमद, उप निदेशक (रा.भा.)

**MINISTRY OF INFORMATION AND BROADCASTING**

New Delhi, the 28th March, 2023

**S.O. 637.**—In pursuance of Sub-Rule (4) of Rule 10 of the Official Languages (Use for Official Purposes of the Union) Rules, 1976, the Central Government hereby notifies the subordinate office Doordarshan Kendra, Ranchi under Prasar Bharti, Directorate General, Doordarshan (Ministry of Information and Broadcasting) whereof more than 80% of the staff have acquired the working knowledge of Hindi.

[No. E-11017/10/2017-Hindi]

IFTEKHAR AHMAD, Dy. Director (O.L.)

**श्रम और रोजगार मंत्रालय**

नई दिल्ली, 6 अप्रैल, 2023

**का.आ. 638.**—औद्योगिक विवाद अधिनियम, 1947 का 14 की धारा 17 के अनुसरण में केन्द्रीय सरकार केनरा बैंक प्रबंधन के सबद्ध नियोजको और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं 1 चण्डीगढ़ के पंचाट संदर्भ संख्या (02/2021) को प्रकाशित करती है।

[सं. एल-39025/01/2023-आई आर बी. II) -01]

सलोनी, उप निदेशक

**MINISTRY OF LABOUR/SHRAM MANTRALAYA**

New Delhi, the 6th April, 2023

**S.O. 638.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 02/2021) of the Cent. Govt. Indus. Tribunal-cum-Labour Court No. 1 Chandigarh as shown in the Annexure, in the industrial dispute between the management of Canara Bank and their workmen.

[No. L-39025/01/2023- IR(B-II)-01]

SALONI, Dy. Director

**ANNEXSURE****In the Central Government Industrial Tribunal-cum-Labour Court-I, Chandigarh.****Present: Sh. J.K. Tripathi, Presiding Officer.**

ID No.02/2021

Registered on:-09.04.2021

(Direct Filing under Section 2A)

Sh. Abhishek S/o Jagdish Kumar, R/o House No.4929/2, Sector  
38 (West) Chandigarh.

.....Workman

**Versus**

The Assistant General Manager, Circle Office, Canara Bank, Sector 34, Chandigarh

.....Respondent/Management

**Appearances**

For the Workman Workman Abhishek in Person

For the Management Miss. Kajal, Proxy Counsel to Sh. Kumar Nikshep, Ld. AR for Management

**Award****Passed On:- 12.01.2023**

1. The workman has directly filed this claim petition under Section 2-A of the Industrial Disputes (Amendment) Act, 2010, in pursuance of the certificate issued by the Assistant Labour Commissioner, (Central) Chandigarh, dated 06.01.2021. The workman has filed demand notice U/s 2-A of the Industrial Disputes Act, 1947 in regard to illegal, Arbitrarily & Wrongful termination for reinstatement with continuity of service and with full back wages & All consequential benefits including seniority.

2. The workman Sh. Abhishek S/o Jagdish Kumar himself signed application on 12.01.2023, he has moved and requested before the Tribunal that he does not want to pursue the case. It has been submitted by the workman that the money which had to receive is being received by the workman from the management/opposite party. Application of the workman is being kept on record. Workman is not interested to carry on the case.

3. Let copy of this award be sent to the Appropriate Government as required under Section 17 of the Act for publication.

J.K. TRIPATHI, Presiding Officer

नई दिल्ली, 7 अप्रैल, 2023

**का.आ. 639.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार सेंट्रल बैंक ऑफ इंडिया के प्रबंधन, संबंधित नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नं 2 मुंबई के पंचाट (23/2011) प्रकाशित करती है।

[सं. एल - 12011/78/2010- आई आर (बी-II)]

सलोनी, उप निदेशक

New Delhi, the 7th April, 2023

**S.O. 639.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 23/2011) of the Cent. Govt. Indus. Tribunal-cum-Labour Court No. -2 Mumbai as shown in the Annexure, in the industrial dispute between the management of Central Bank of India and their workmen.

[No. L-12011/78/2010- IR(B-II)]

SALONI, Dy. Director

**ANNEXURE**  
**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, MUMBAI**  
**PRESENT**

Laxmi Narain Jindal  
Presiding Officer

**REFERENCE NO. CGIT-2/23 of 2011**  
**EMPLOYERS IN RELATION TO THE MANAGEMENT OF**  
**CENTRAL BANK OF INDIA**

The Deputy General Manager  
Central Bank of India, Zonal Office,  
No. 317, M.G. Road,  
PUNE (Maharashtra).

**AND**

**THEIR WORKMEN.**

The General Secretary,  
Central Bank Employees' Association,  
C/o. Central Bank of India, Satpur Branch,  
P-63, MIDC, Satpur  
Nasik (Maharashtra) – 422007.

**APPEARANCES:**

FOR THE EMPLOYER	:	Mr. L. L. D'Souza along with Ms. Deepika Agarwal. Representatives
FOR THE WORKMAN	:	Shri J.H. Sawant. Advocate

Mumbai, dated the 2nd November, 2022

**AWARD**

1. This reference has been made by the Central Government in exercise of powers under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, vide Government of India, Ministry of Labour & Employment, New Delhi, order No. L-12011/78/2010 – IR (B-II) dated 11.05.2011. The terms of reference given in the schedule are as follows :

*"Whether the process of inquiry and the punishment inflicted upon Shri B.T. Sawant, PTSK by the management of Central Bank of India, is proper, correct and justified ? What relief and actual privileges is the workman entitled to ?"*

2. After the receipt of the reference, both the parties were served with the notices and they have appeared.

3. During the pendency of the present reference, the workman – B.T. Sawant expired. His wife Kamalbai Bapoorao Sawant filed application dated 27.01.2021- Ex.P-17 through Shri J.H. Sawant, Advocate for the second party alleging that she, being the legal representative of the deceased workman, was not interested in pursuing the present industrial dispute / reference and she prayed that the present reference may be disposed of for want of prosecution. The said application Ex. P-17 is duly signed by Shri J. H. Sawant, Advocate.

4. Reply dated 30.12.2021 – Ex. P-18 was filed by the management pleading no objection to the allowing of the said application.

5. In view of the above, it is ordered that the present reference is disposed of for want of prosecution.

Sd/-

November 2, 2022

LAXMI NARAIN JINDAL, Presiding Officer



नई दिल्ली, 7 अप्रैल, 2023

**का.आ. 640.**—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार सिंहभूम क्षेत्रीय ग्रामीण बैंक के प्रबंधतंत्र, संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 1 धनबाद के पंचाट (01/2002) प्रकाशित करती है।

[सं. एल - 12011/47/2001- आई आर (बी-1)]

सलोनी, उप निदेशक

New Delhi, the 7th April, 2023

**S.O. 640.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 01/2002) of the Cent. Govt. Indus. Tribunal-cum-Labour Court No. 1 Dhanbad as shown in the Annexure, in the industrial dispute between the management of Singhbhum Kshetriya Gramin Bank and their workmen.

[No. L-12011/47/2001- IR(B.I)]

SALONI, Dy, Director

**ANNEXURE****BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, DHANBAD**

In the matter of reference U/S 10 (1) (d) (2A) of I.D. Act. 1947.

**Reference: No. 01/2002**

Employer in relation to the management of Singhbhum Kshetriya Gramin Bank, Chaibasa.

AND.

Their workman.

Present: **Shri Dinesh Kumar Singh**

Presiding Officer.

**Appearances:**

For the Employers :- None.

For the workman. :- None.

State : Jharkhand.

Industry:- Banking

Dated 31/08 /2022

**AWARD**

By Order No. L-12011/47/2001-(IR(B-I)) dated 08.01.2002 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub –section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following disputes for adjudication to this Tribunal:

**SCHEDULE**

**“Whether the action of the management of Singhbhum Kshetriya Gramin Bank denying for resolving the demand No. 2 to 10 i.e. 2. Promotion from Sweeper to Clerk and Clerk to Officer. 3. Recruitment of SC/ST back log vacancies. 4. Relocation of branches. 5. Fitment of sub-staff. 6. No computerization of Rural Bank Bns. 7. Seniority list of Clerk who joined in the 1990. 8. Enhancement of personal load and reduction of interest. 9. Rate of interest in vehicle load revival. 10. Deduction of provident fund also encompass Daftary allowance/driving allowance is justified? what relief the concerned workmen are entitled?”**

2. This reference is received on 15/01/2002 by this Tribunal in which the President, Singhbhum Kshetriya Gramin Bank, Chaibasa had been advised to submit statement of claim along with relevant document before the Tribunal within fifteen days of receipt of the reference but the union/workman did not appear before the Tribunal. However after receipt of the reference, both parties were noticed but neither the union/workman nor the management appeared before the Tribunal. Thereafter notice of the workman/union returned with endorsement “Insufficient Address”. Now Case is pending since 15/01/2002 and workman/union as well as management is not appearing before Tribunal. so, it is felt that workman/union has lost its interest in this matter. Hence “No Claim” Award is passed. Communicate

Sd/-

D. K. SINGH, Presiding Officer

नई दिल्ली, 13 अप्रैल, 2023

**का.आ. 641.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार सेंट्रल आर्गेनाइजेशन फॉर रेलवे के प्रबंधतंत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, कानपुर के पंचाट (37/2017) प्रकाशित करती है।

[सं. एल 41011/32/2016-आई आर (बी-1)]

सलोनी, उप निदेशक

New Delhi, the 13th April, 2023

**S.O. 641.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 37/2017) of the Cent. Govt. Indus. Tribunal-cum-Labour Court Kanpur as shown in the Annexure, in the industrial dispute between the management of Central Organization for Rly. and their workmen.

[No. L-41011/32/2016- IR(B-I)]

SALONI, Dy. Director

**ANNEXURE**

**BEFORE SHRI SOMA SHEKHAR JENA, PRESIDING OFFICER  
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL -CUM- LABOUR COURT, KANPUR  
PRESENT : SOMA SHEKHAR JENA HJS (Retd.)**

**I.D. No. 37 of 2017**

**L-41011/32/2016-IR(B-I) dated 08.06.2017**

**BETWEEN**

Sh. S.N. Srivastava,  
General Secretary,  
Rail Sewak Sangh,  
J-422, Indralok Colony,  
Kanpur Road, Lucknow-226023

**AND**

The General Manager,  
Central Organization for Rly. Electrification  
Nawab yusuf Road, Allahabad

**AWARD**

This award arises in respect of the reference mentioned in the schedule stated below as received from the Government of India, Ministry of Labour vide letter No. L-41011/32/2016- IR(B-I) dated 08.06.2017

**SCHEDULE**

1. *‘Whether the Action of the Management of Central Organization for Railway Electrification in transferring Concerned Workman From Allahabad to Bhubhneswhwer and withholding salary for the period from 20.01.2014 to 09.10.2014 is justified and legal? If not, to what relief the concerned workman Sh. S.N. Srivastava is entitled for? ‘Whether Sh. Srivastava working as Senior Section Engineer will be covered under ID Act as workman.*

On receipt of notification, notices were issued to both the parties on 22nd June 2017 fixing 04.08.2017 for filing of statement of claim. Union failed to file statement of claim on the date fixed. Afterwards several dates were fixed for filing of statement of claim by the union but none appeared and finally case was reserved after providing one last opportunity.

On perusal of the record it is found that though several dates were fixed for filing of statement of claim none appeared on behalf of the claimant union before this Tribunal. Despite several opportunities to the union for submitting statement of claim; the claimant union failed to present the statement of claim before this Tribunal. Under the circumstances the case was reserved for final award for non-appearance of the union side.

From the aforesaid circumstances it is presumable that the union is not interested in prosecuting the case further before the Tribunal.

Hence in the given circumstances the reference stands disposed of as of 'NIL' award.

Parties are left to bear their respective costs.

Date: 30.01.2023

SOMA SHEKHAR JENA, Presiding Officer

नई दिल्ली, 13 अप्रैल, 2023

**का.आ. 642.**—औद्योगिक विवाद अधिनियम 1947 (1947 का 14 ) की धारा 17 के अनुसरण में केन्द्रीय सरकार काशी गोमती ग्रामीण बैंक के प्रबंधतंत्र, संबद्ध नियोजको और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, कानपुर के पंचाट (74/2015) प्रकाशित करती है।

[सं. एल 12012/90/2015-आई आर (बी-1)]

सलोनी , उप निदेशक

New Delhi, the 13th April, 2023

**S.O. 642.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.74/2015) of the Cent.Govt.Indus.Tribunal-cum-Labour Court Kanpur as shown in the Annexure, in the industrial dispute between the management of Kashi Gomti Gramin Bank and their workmen.

[No. L-12012/90/2015- IR(B-I)]

SALONI, Dy. Director

**ANNEXURE**

**BEFORE SHRI SOMA SHEKHAR JENA, PRESIDING OFFICER  
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL -CUM- LABOUR COURT  
KANPUR**

**PRESENT: SOMA SHEKHAR JENA, HJS (Retd.)**

**I.D. No. 74 of 2015**

**L-12012/90/2015-IR(B-I) dated 28/30.09.2015**

**BETWEEN**

Shri Krishna Mohan Chandra Verma  
S/o Shri Mannilal Verma C/o Shri Asit Kumar Singh  
General Secretary Hind Mazdoor Sabha, C-338,  
Barra-6, Kanpur (U.P)-208027

**AND**

The Chairman, Kashi Gomti Gramin Bank,  
HQ-C-19/40, Faatman Road, Sigra, Varanasi (U.P)

**AWARD**

This award arises in respect of the reference mentioned in the schedule stated below as received from the Government of India, Ministry of Labour in letter No. 12012/90/2015-IR(B-I) dated 28/30.09.2015

**SCHEDULE**

1. ***“Whether action of the management of the management of Kashi Gomti Gramin Bank in not granting consequential benefits to Shri Krishna Mohan chandra Verma from the date of dismissal i.e. 05.12.1992 till the date of his reinstatement i.e. 31.10.2005 is just fair and legal? If not, what relief the applicant is entitled to and from which date ?”***

The averments of the claimant workman may be concisely stated as follows:-

The claimant workman joined in the post of Officer on 23.03.1992 in the bank of M/s Gomti Gramin Bank which was operated under different names by Union Bank of India. The work of the claimant workman was satisfactory and O.P management had no complaint with claimant workman. O.P management falsely accused the claimant workman and on the basis of baseless and misleading allegation an investigation was initiated. Trial Court founded claimant workman guilty and imposed a fine of Rs 500 on each charge. Against the verdict claimant workman reached Hon'ble High Court and a decision was passed on 22.01.2003. During the proceeding the claimant workman was kept under suspension but during that time no domestic enquiry was conducted. After four years of the order dated 29.11.1988 the service of the claimant workman was terminated w.e.f 05.12.1992 against which claimant workman filed an application before the Hon'ble High Court of Allahabad. Meanwhile claimant workman filed a representation before the management to reinstate him in service as per the order dated 06.09.2003. But management refused to decide the representation on the ground that the case is under consideration. It is vehemently asserted by claimant workman that the letter dated 31.10.2005 to reinstate the claimant workman in service by the management is completely erroneous because no evidence was found proved. Proving him guilty and not to reinstate claimant workman with unbroken service is illegal and malafide. It is prayed by claimant workman to declare the service break period from 05.12.1992 to 31.10.2005 as unfair and illegal He has prayed for pay scale for the period from 05.12.1992 to 31.10.2005 and prayed for an order of promotion at current payscale and other benefits as per legal principle.

The averments of the O.P management may be summarized as stated here-in-after:-

Shri Krishna Mohan Chand Verma was appointed in the service of the Bank as an officer on 22.03.1982 in erstwhile Samyut Kshetriya Gramin Bank. The claimant was found to be involved in commission of fraud in the bank during his posting as Branch Manager, at Nizamabad Branch. The claimant was suspended from the services of the Bank on 10.07.1984. In the above mentioned matter a judgement was passed on 29.11.1988 and claimant workman was found guilty and sentenced for punishment of rigorous imprisonment of one year and a fine of Rs 500/-. When punishment came into the knowledge of the Bank claimant workman was dismissed vide order dated 05.12.1992. Claimant workman filed a criminal appeal before Hon'ble High Court of Allahabad and Hon'ble Court quashed the judgement of lower court and gave benefit of doubt to claimant workman. Afterwards claimant workman moved writ petition for reinstatement and Court directed bank to consider the representation and to pass reasoned order. In pursuance of Hon'ble High Court's direction the bank had considered the representation and reinstating Shri K M C Verma in the service with effect from 30.10.2005 with the period of dismissal as break in service. It is further mentioned by the OP management that claimant is under suspension presently for acts of commission of fraud in Karauli Branch and domestic enquiry is under progress.

On dates 04.01.2022, 10.03.2022, 22.04.2022, 13.07.2022, 28.09.2022, 01.11.2022 and 30.11.2022 claimant did not appear to face cross examination. From the record it is prima facie seen that the averments on behalf of O.P Bank that claimant was originally appointed as bank officer and that lastly he was posted as manager in the bank has not been duly refuted on behalf of claimant side. An officer of the bank cannot be treated as a workman under Industrial Disputes Act, 1947. In such scenario this industrial dispute referred to this Tribunal is not maintainable and the claimant cannot be given any benefit in this proceeding. The reference is answered accordingly without any award.

Since the claimant Krishna Mohan Chandra Verma claims to be workman he is not entitled to get any cost.

Date: 31.01.2023

SOMA SHEKHAR JENA, Presiding Officer

नई दिल्ली, 20 अप्रैल, 2023

**का.आ. 643.—**औद्योगिक विवाद अधिनियम, (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार प्रबंधन, गैरीसन इंजीनियर (ई/एम) 36 लाल बहादुर शास्त्री मार्ग, लखनऊ; प्रबंधन, उन्नति इंजीनियर्स, 72 उस्मान एन्क्लेव, सेक्टर-ओ, अलीगंज, लखनऊ के प्रबंधन के संबद्ध नियोजकों और श्री दयाशंकर, कामगार, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, लखनऊ पंचाट (संदर्भ संख्या 50/2019) को जैसा कि

अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 23/03/2023 को प्राप्त हुआ था।

[सं. एल- 14012/26/2017P - आईआर-(डीयू)]

डी.के. हिमांशु, अवर सचिव

New Delhi, the 20th April, 2023

**S.O. 643.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 50/2019) of the Central Government Industrial Tribunal cum Labour Court– Lucknow, as shown in the Annexure, in the Industrial dispute between the employers in relation to The Management, Garrison Engineers (E/M) 36 Lal Bahadur Shastri Marg, Lucknow ;The management, M/s Unnati Engineers, 72 Usman Enclave, Sector-O, Aliganj, Lucknow, and Shri Dayashankar, Worker which was received along with soft copy of the award by the Central Government on 23/03/2023.

[No. L- 14012/26/2017P - IR (DU)]

D. K. HIMANSHU, Under Secy.

#### ANNEXURE

#### CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL –CUM- LABOUR COURT, LUCKNOW

**PRESENT: SOMA SHEKHAR JENA, HJS (Retd.)**

I.D. No. 50/2019

Ref. No. L-14012/26/2017P-IR(DU) dated: 18.04.2018

#### BETWEEN

Shri Dayashankar S/o Sh. Puram

Village – Udvatkhedha

PO Mohanlalganj, Lucknow - 227305

#### AND

##### 1. The Management

Garrison Engineers (E/M) 36

Lal Bahadur Shastri Marg, Lucknow – 226001

##### 2. The management

M/s Unnati Engineers

72 Usman Enclave, Sector-O, Aliganj, Lucknow – 226024

#### AWARD

1. By order No. L-14012/26/2017P- IR(DU) dated: 18.04.2018 the Central Government in the Ministry of Labour, New Delhi in exercise of powers conferred by clause (d) of sub section (1) and sub section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) referred this industrial dispute to this CGIT-cum-Labour Court, Lucknow for adjudication

2. The reference under adjudication is:

*“1. WHETHER THE ACTION OF PRINCIPAL EMPLOYER GARRISON ENGINEERS E.M., LUCKNOW & CONTRACTOR, M/S UNNATI ENGINEERS TO TERMINATE SH. DAYA SHANKAR S/O PURAN, EMPLOYED AS HELPER FROM YEAR 2006 TILL HE WAS TERMINATED ON 08.09.2015, IS LEGAL AND JUSTIFIED? IF NOT, WHAT RELIEF THE WORKMAN IS ENTITLED TO?*

*2. WHETHER THE DEMAND RAISED BY WORKMAN FOR REINSTATEMENT INTO SERVICE WITH BACK WAGES IS JUSTIFIED? IF YES, THEN WHAT RELIEF IS THE WORKMAN ENTITLED TO AND WHAT DIRECTIONS ARE NECESSARY IN THE CASE?”*

3. The order of reference was endorsed to the Sh Shri Dayashankar S/o Sh. Puram Vilage – Udvatkhedha, PO Mohanlalganj, Lucknow with direction to the party raising the dispute to file the statement of claim along with relevant documents, list of reliance and witnesses with the Tribunal within fifteen days of the receipt of the order of reference and also forward a copy of such a statement to each one of the opposite parties involved in this dispute under rule 10 (B) of the Industrial Disputes (Central), Rules, 1957.

4. The order of reference was registered in the Tribunal on 16.08.2019 and the office was directed to issue registered notice to the workman for filing the statement of claim with list of documents & list of witnesses on 22.10.2019. On the date fixed i.e. 22.10.2019 none turned up on behalf of the workman; however, the opposite party No. 01 put up its appearance. Next date 08.01.2020 was fixed for filing of statement of claim. The workman remained absent on 08.01.2020 also; accordingly, fresh notice was issued to the workman fixing 18.03.2020 to file statement of claim but workman remained absent on 18.03.2020 & 17.06.2020; and from the track record of the notice sent to the workman, it was evident that the notice issued to the workman had been delivered to him. Accordingly, the service of notice was sufficiently presumed vide order dated 27.11.2020; however, in the interest of justice, another date was given for filing of statement of claim. The workman remained absent on 27.11.2020, 22.01.2021, 26.02.2021, 18.05.2021, 14.07.2021, 30.12.2021, 11.02.2022 and 18.02.2022. The workman neither turned up on any of the aforementioned dates nor moved any application for adjournment seeking time to file the statement of claim. More than two years' time has passed and the workman has failed to file its statement of claim, therefore, the case was reserved for award keeping in view the reluctance of the workman to prosecute the case.

5. In the above circumstances, it appears that the workman does not want to pursue his claim on the basis of which it has raised the present industrial dispute; therefore, the present reference order is decided as if there is no grievance left with the workman. Resultantly no relief is required to be given to the workman concerned. The reference under adjudication is answered accordingly.

6. Award as above.

LUCKNOW.

04<sup>th</sup> April, 2022.

SOMA SHEKHAR JENA, Presiding Officer

नई दिल्ली, 20 अप्रैल, 2023

**का.आ. 644.**—औद्योगिक विवाद अधिनियम, (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार महाप्रबंधक, भारत संचार निगम लिमिटेड, देवास गेट, उज्जैन सरकारी ठेकेदार और आपूर्ति, सी/ओ श्री मिलिंद हार्दिकर, उज्जैन के प्रबंधन के संबद्ध नियोजकों और श्री हरेन्द्र प्रसाद, कामगार एके बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जबलपुर पंचाट (संदर्भ संख्या CGIT/LC/R/99/2015) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 22/03/2023 को प्राप्त हुआ था।

[सं. एल- 40012/34/2015- आईआर-(डीयू)]

डी.के. हिमांशु, अवर सचिव

New Delhi, the 20th April, 2023

**S.O. 644.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT/LC/R/99/2015) of the Central Government Industrial Tribunal cum Labour-Jabalpur, as shown in the Annexure, in the Industrial dispute between the employers in relation to The General manager, Bharat Sanchar Nigam Limited, Dewas Gate, Ujjain; The Government Contractor & supplied, C/o Shri Milind Hardikar, Ujjain and Shri Harendra Prasad, worker, which was received along with soft copy of the award by the Central Government on 22/03/2023.

[No. L- 40012/34/2015- IR (DU)]

D.K. HIMANSHU, Under Secy.

**ANNEXURE**  
**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT,**  
**JABALPUR**  
**NO. CGIT/LC/R/99/2015**

**Present: P. K. Srivastava**

**H.J.S. ( Retd)**

**Shri Harendra Prasad**

**S/o shri Sharda Prasad,**

**R/o 66,New Ashoka Nagar,**

**Behind Model School,Indore Road,**

**Ujjain)M.P.)**

**Workman**

**Versus**

**1.The General manager,**

**Bharat Sanchar Nigam Limited,**

**Chamunda Mata Chouraha**

**Dewas Gate, Ujjain-456010**

**2. The Government Contractor & supplied**

**C/o shri Milind Hardikar,**

**Thekedar Milind Constructin,**

**233,mahashweta Nagar,**

**Ujjain-456010**

**Management**

**AWARD**

**(Passed on 7-9-2022.)**

As per letter dated 22/9/2015 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section -10 of I.D.Act, 1947 as per Notification No.I-40012/34/2015-IR(DU). The dispute under reference relates to:

***“Kya shri Milind Hardikar, Malik Milind Constructin 233 Mahashweta Nagar Ujain dwara Shri Harendra Prasad S/o shri Sharda Prasad ko lambe samay tak kam kara kar odyogek vevedh Adhiniyar 1947 ke dhara ke prav dhanao ke verudh denank 1-3-2013 se bina notice jya muafza deye kaam se betha denan nayayuichhit hai. Agar nahi to Avedak kes anutosh ka dhikar hai?.”***

1. After registering the case on the basis of reference, notices were sent to the parties. Both the parties appeared and have filed their respective statement of claim/defence.
2. In short the claim of the workman is that he was a daily wager and worked continuously for 240 days in every year including the year preceding the date of his termination. He has claimed that he was retrenched without giving him any notice or compensation, thus the termination of the workman is in violation of the Industrial dispute Rules,1947 and is bad in law.
3. The Management has denied the claim that the workman ever completed 240 days in any calendar year in continuous engagement of the Management.
4. At the stage of evidence, the workman did not appear and nor was he present at the time of argument. He never filed any documents with respect of his claim.
5. On the other hand the Management filed affidavit of its witness Smt. Deepmati Shukla, Assistant General Manager, BSNL,Ujjain. The Management witness has supported the case of Management in its affidavit which is uncontroverted.
6. The Management was represented by its learned counsel Shri R.S.Khare. Since none was present for the workman at the time of argument, ex-parte argument of Management counsel was heard.
7. I have gone through the record.
8. **The reference is the point for determination in the case in hand.**



9. In the light of the above facts and circumstances stated above there is nothing on record to hold the claim of workman proved as the workman has miserably failed to discharge his burden in this case. Hence holding the claim of the workman not proved the reference deserves to be answered against the workman.

10. On the basis of the above discussion, following award is passed:-

**A. The action of the management as mentioned in the reference is held to be just and proper.**

**B. The workman is held entitled to no relief.**

1. Let the copies of the award be sent to the Government of India, Ministry of Labour & Employment as per rules.

DATE: 7-9-2022

P. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 20 अप्रैल, 2023

**का.आ. 645.**—औद्योगिक विवाद अधिनियम, (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार कमांडेंट, 512, आर्मी बेस वर्कशॉप, एमओडी, खड़की, पुणे के प्रबंधन के संबद्ध नियोजकों और महासचिव, बहुजन श्रमिक संघ, 512 आर्मी बेस वर्कशॉप, खड़की पुणे, के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक न्यायाधिकरण, पुणे पंचाट (संदर्भ संख्या 50/2015) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 23/04/2023 को प्राप्त हुआ था।

[सं. एल-14011/21/2015-आईआर-(डीयू)]

डी.के. हिमांशु, अवर सचिव

New Delhi, the 20th April, 2023

**S.O. 645.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 50/2015) of the Industrial Tribunal, Pune, as shown in the Annexure, in the Industrial dispute between the employers in relation to The Commandant, 512, Army Base Workshop, MOD Khadki, Pune and The General Secretary, Bahujan Shramik Sangh, 512 Army Base workshop, Khadki, Pune, which was received along with soft copy of the award by the Central Government on 23/03/2023.

[No. L- 14011/21/2015- IR (DU)]

D.K. HIMANSHU, Under Secy.

#### ANNEXURE

IN THE INDUSTRIAL TRIBUNAL, MAHARASHTRA AT PUNE

REFERENCE (IT) NO. 50 OF 2015

The Commandant,  
512, Army Base Workshop, MOD ,  
Khadki, Pune 411 003

... First Party

V/s.

The General Secretary ,  
Bahujan Shramik Sangh ,  
512 Army Base workshop, Khadki ,  
Pune 411 003

... Second Party

Coram : MR. S. R. TAMBOLI, Presiding Officer

Appearances : Mrs. Sandhya Deshpande – AGP for First Party

Mr. Vasant Kamble - Adv for Second Party



**- : A W A R D : -**

( Delivered on 02.05.2022 )

The Government of India has made this reference for adjudication of dispute which was existing between the First Party and Second Party.

2. In short, it is a case of the Second Party that it is registered under the provisions of Trade Unions Act, 1926 and smoothly functioning in the premises of the First Party since 1997. The General Secretary of the Second Party requested administration of the First Party to provide a room for the union office. First Party issued policy regarding the composition of IVth level JCM Council. Second Party requested for allotment of membership of JCM IV level as per letter dated 28.1.2011, 20.1.2012, 8.8.2013 and 21.4.2015. The Second Party also requested for the construction of a cultural stage at the main gate of the unit of the First Party as per letter dated 11.3.2015 and 2.4.2015. The Second Party requested the First Party to issue a certificate of recognition of union. The authorities of the First Party forwarded the proposal to the Head Office for recognition of the union. The Headquarter of the First Party requested authority of the First Party to take action on the proposal of the Second party. As per directions given by the Headquarter, the competent authority of the First Party constituted a board of three members for verification of membership of the Second Party. The Second Party fulfilled all the criteria for recognition of the union. The Board carried the physical verification again and obtained undertaking from each individual on 23rd and 24.8.2013. The Second Party re-submitted all the relevant documents. Majority of the employees submitted their undertaking and voted in favour of the Second Party for recognition of the union. The First Party failed to act on the representation of the second party. Hence, the Second Party approached the Regional Labour Commissioner. Thereafter, competent authority played dirty politics and intimated the Second Party for the verification of the membership of the Second Party and other unions. The concerned authority of the First Party has not taken any action on the application of the Second Party without any reason. The Regional Labour Commissioner of Pune gave the final opportunity to the concerned authority of the First Party to complete the verification of membership by April 2015. Thereafter, the First Party again demanded all the documents from other unions which were probably recognised in the past. The concerned authority of the First Party had already completed verification of our union. However, the concerned authority of the First Party did not take any action and was reluctant to forward the verified file to higher authority in 2015. The Administrative Officer Lt. Col. J.R. Manerikar, an officer of the First Party, openly supported the civilian Employees Union. Said union was permitted to hold the corner meeting who threatened the workers. Said union was also allowed to file their combined undertaking and final verified forms from each worker. The Second Party was not permitted to hold meetings at the gate. Same was permitted to the Civilian Employees Union. Said union was permitted to distribute the hand bills to all workers and violated the election code of conduct. The Second Party raised grievances before the higher authorities. However, said authority did not take cognizance of grievance. After various reminders the authorities of the First Party gave a vague reply by virtue of a letter dated 29.06.2015. The Second Party raised grievances before the Regional Labour Commissioner, Pune. The First Party did not grant sanction of one day casual leave to the members of the second party for the workshop of the union at Alibaug and deducted one day payment from their monthly salary. Hence, the First Party shall be directed to provide office room to the Second party. First Party shall be directed to give special casual leave for the meeting or workshop of the members of the second party. It shall be directed to give seat / membership to the second party in the Council of JCM IV level. First Party shall be directed to forward the file of the second party to Army headquarters for recognition of the union.

3. The claim of the second party is contested by the First Party by filing a written statement (Exh. C-9). According to the First Party, it is the military establishment of the Indian Army functioning under the Ministry of Defence of the Central Government. Its function is controlled by the rules and regulations framed by the Government of India. It is carrying out the sovereign function of the Union of India. It does not come under the definition of Industry as defined under the Industrial Disputes Act. Present reference is not maintainable. This Court has no jurisdiction to try and dispose of the reference. Central Administrative Tribunal has exclusive jurisdiction to entertain the grievances of the employees covered by the Central Civil Service Rules. The Second Party has not produced records to show that it is registered under the provisions of the Trade Unions Act, 1926. It has got only 51 members out of the 1732 employees. The percentage of the members of the employees of the Second party comes to 2.94%. Hence, it is not entitled for recognition. As such, less than 3% of employees are its members. It is not entitled to office space in the premises of the First Party. For the same reasons, no seat in IVth level JCM is allotted to them. Having regard to the safety and security of the establishment, permission cannot be granted to construct a cultural stage outside the workshop or at the gate of the premises. As Second Party was not having requisite strength of the members, its request for recognition could not be processed further. The allegations made by the Second party about unfair labour practice are vague and baseless. It was necessary for the Second Party to show that it was having 50% of the membership of the total employees. The First Party carried verification of the members of the Second Party and other unions as provided under rules and regulations. The Second Party was not permitted to hold workshops at

Alibaug. Special Casual Leave cannot be granted for attending such workshops or meetings. The First Party was justified in deducting salary for one day as per existing rules. The claim of the Second Party is false. Hence, it shall be dismissed with costs.

4. In view of the pleadings of the parties, this Tribunal has framed following issues below Exh. O-6. My findings and reasons thereon are as under :

Issues	Findings
1. Whether the Second Party proves that it is entitled for office room in the premises of the First Party ?	In the negative
2. Whether the Second Party proves that its members are entitled for special Casual Leave for attending meeting or workshop of the union ?	In the negative
3. Whether the Second Party is entitled to seat/membership under JCM IV level of the First Party ?	In the negative
4. Whether Second Party is entitled for the status of recognition of union?	In the negative
5. Whether demands of the Second Party are legal and justified ?	In the negative
6. Whether the Second party is entitled to the reliefs claimed by it ?	In the negative
7. What order ?	As given below

### REASONS

POINTS NO 1 TO 6:

5. I have heard Mrs. Sandhya Deshpande, Id. AGP for the First Party. The Second Party and its counsel remained absent at the time of argument. 6. Mrs. Deshpande, Id. AGP for the First Party submitted that the reference has been made on the basis of the demands raised by the Second Party. The Second Party has filed a statement of claim. The burden was on the Second Party to prove the justification of its demands. However, it failed to adduce evidence. Hence, she prayed that reference shall be answered in the negative.

6. It is the case of the Second Party that the requisite number of employees are its members. Hence, it has the right to the status of recognized union. It is also entitled for the seat / membership in the council of JCM IV level. However, authorities of the First Party played unfair labour practices. They did not allow the Second Party to hold a meeting. The space for the office in the premises of the First Party has not been allotted to it. The file of the First Party has not been forwarded to the Army Headquarter for recognition of the union. Hence, the Second Party has claimed various reliefs.

7. However, the Second Party has not adduced evidence to substantiate its claim. The burden was on the Second Party to prove the documents which are filed alongwith the statement of claim. However, the Second Party did not remain present in the Court and adduce evidence. Hence, the Second Party has not proved that it has requisite membership of the employees of the First Party. The First Party is coming with the specific case that it was necessary for the Second party to have membership of 50% of the total number of employees. However, the Second Party has not adduced evidence before the Court. I hold that the Second party failed to prove the legality and justifiability of their demands as mentioned in the statement of claim, and therefore, Second Party is not entitled for any reliefs as claimed by it. In these circumstances, I answer Issue no. 1 to 6 in the negative and pass following order :

### ORDER

1. The Reference is answered in the negative.
2. The Second Party is not entitled to any relief.
3. Copies of the award be sent for publication.
4. No order as to the costs.

S. R. TAMBOLI, Presiding Officer

नई दिल्ली, 20 अप्रैल, 2023

**का.आ. 646.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स साउथ इंडियन बैंक लिमिटेड के प्रबंधन, संबद्ध नियोजको और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, एर्नाकुलम के पंचाट (07/2018) प्रकाशित करती है।

[सं. एल-12025/01/2023-आई आर (बी-1)-46]

सलोनी, उप निदेशक

New Delhi, the 20th April, 2023

**S.O. 646.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.07/2018) of the Cent.Govt.Indus.Tribunal-cum-Labour Court Ernakulam as shown in the Annexure, in the industrial dispute between the management of M/s. South Indian Bank Ltd and their workmen.

[No. L-12025/01/2023- IR (B-I)-46]

SALONI, Dy. Director

**ANNEXURE**

**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL  
TRIBUNAL –CUM- LABOUR COURT, ERNAKULAM**

Present: Shri. V .Vijaya Kumar, B. Sc, LLM, Presiding Officer.

(Wednesday the 27<sup>th</sup> day of April 2022, 7 Vaisakha 1944)**ID No.07/2018**

Workman	:	Smt.Santha Johny Koythanath House Kaloor P.O. Kallorkad Ernakulam – 686668 By Adv.Arun Paul
Managements	:	1. The Manager M/s.South Indian Bank Ltd Kochukudiyil Building Kaloor P.O.  2. The Managing Director & CEO M/s.South Indian Bank Ltd H.O. T. B. Road Mission Quarters Thrissur – 680001 By Adv.Saji Varghese

This case coming up for final hearing on 22.12.2021 and this Industrial Tribunal-cum-Labour Court on 27.04.2022 passed the following:

**AWARD**

1. Present industrial dispute is filed U/s 2A(2) of the Industrial Disputes Act, 1947.
2. According to the claim statement filed by the worker, she was working with the Management Bank as sweeper in the Kallorkad Branch of the Management Bank from the date the Branch was opened. She was selected to the post of Sweeper after an interview. She joined the service of the Management Bank as a daily wage sweeper on 19.01.2010. The wages of the worker was being paid by the Management Bank through bank account. In

September 2011 the Management Bank outsourced some of their clerical works to an outside contractor. On the recommendation of the Management, the contractor engaged her for clerical work also apart from the sweeper job. On 31.03.2015 the service of the worker was terminated by the Bank since the sweeping work also was outsourced to the contractor. All the efforts made by the worker through the local M.L.A and M.P. did not get her any favourable result. She therefore raised an industrial dispute before the Regional Labour Commissioner(Central), Ernakulam on 20.06.2017. The conciliation proceedings failed.

3. The Management filed written statement denying the above allegations. In the claim filed before the Regional Labour Commissioner(Central) the dispute was regarding the shifting of the worker from the 1<sup>st</sup> Management to another Management. The worker was not employed by the Management and there is no employer-employee relationship between the Respondent and the worker. The worker was employed by M/s.Harmony Hospitality Services, Cochin. The said agency has employed the worker as an office attendant based on the agreement with the 1<sup>st</sup> Management from 29.09.2011. The worker was doing the sweeping work in the 2<sup>nd</sup> Management Branch of the Bank. On expiry of the said agreement, a fresh agreement was executed on 01.10.2013 and the worker continued to be employed by the agency till 31.03.2015. The said agency was also paid wages and the statutory benefits like EPF and ESIC etc. The worker is not entitled to any relief as claimed in the claim petition.
4. The matter was posted on 06.03.2020 finally for filing the written statement and the Management filed the written statement. Thereafter the matter was posted for rejoinder and there was no representation for the worker nor she filed any rejoinder or any steps for proceeding with the case. There was no representation for the worker on 06.03.2020, 06.07.2021, 27.08.2021, 22.12.2021. The worker failed to adduce any evidence to substantiate her claim. It is felt that the worker is not interested in pursuing the industrial dispute.
5. Taking into account the circumstances of this case and the fact that the worker is not interested in pursuing the matter, a 'no dispute award' is passed holding that the worker is not entitled for the relief claimed by her in this industrial dispute.

The award will come into force one month after its publication in the official Gazette.

Dictated to the Personal Assistant, transcribed and passed by me on this the 27<sup>th</sup> day of April, 2022.

V. VIJAYA KUMAR, Presiding Officer

नई दिल्ली, 20 अप्रैल, 2023

**का.आ. 647.**—केन्द्रीय सरकार ए कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 91क के साथ पठित धारा 88 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, राष्ट्रीय केमिकल्स एंड फर्टीलाइज़र्स लिमिटेड (ट्रॉम्बे यूनिट) के कारखानों और स्थापनाओं के नियमित कर्मचारियों को उक्त अधिनियम के प्रवर्तन से छूट प्रदान करती है। यह छूट राजपत्र में इस अधिसूचना के प्रकाशित होने की तारीख से एक वर्ष की अवधि के लिए प्रभावी रहेगी।

2. उक्त छूट निम्नलिखित शर्तों के अधीन है; अर्थात्:-

- (1) कारखाना और स्थापना छूट प्राप्त कर्मचारियों के नाम और पदनाम विनिर्दिष्ट करते हुए, कर्मचारियों का एक रजिस्टर रखेगी;
- (2) कर्मचारी उक्त अधिनियम के अधीन ऐसी प्रसुविधाएं प्राप्त करते रहेंगे जिनको पाने के लिए वे इस अधिसूचना द्वारा दी गई छूट के प्रवृत्त होने की तारीख से पूर्व संदत्त अंशदानों के आधार पर हकदार हो जाते हैं;
- (3) छूट प्राप्त अवधि के लिए, यदि कोई अभिदाय पहले ही किए जा चुके हों, तो वे वापस नहीं किए जाएंगे;
- (4) उक्त कारखाने और स्थापना का नियोजक उस अवधि की बाबत जिसके दौरान उस कारखाने पर उक्त अधिनियम (जिसे इसमें इसके पश्चात उक्त अवधि कहा गया है) प्रवर्तन के अध्यधीन था ऐसी विवरणियां, ऐसे प्रारूप में और ऐसी विशिष्टियों से युक्त होगी जो कर्मचारी राज्य बीमा (साधारण) विनियम, 1950 के अधीन उसे उक्त अवधि की बाबत देनी अपेक्षित होती थीं;
- (5) निगम द्वारा उक्त अधिनियम की धारा 45 की उप धारा (1) के अधीन नियुक्त किया गया कोई सामाजिक सुरक्षा अधिकारी या निगम का इस प्रयोजन के लिए इस निमित्त प्राधिकृत कोई अन्य पदधारी—

- (i) उक्त अधिनियम की धारा 44 की उप धारा (1) के अधीन, उक्त अवधि के लिए प्रस्तुत किसी विवरणी में अंतर्विष्ट विशिष्टियों को सत्यापित करने; या
- (ii) यह अभिनिश्चयन के लिए कि कर्मचारी राज्य बीमा (साधारण) विनियम, 1950 द्वारा यथाअपेक्षित रजिस्टर और अभिलेख उक्त अवधि के लिए रखे गये थे या नहीं; या
- (iii) यह अभिनिश्चयन के लिए कि कर्मचारी, नियोजक द्वारा दिये गए उन प्रसुविधाओं को, जिसके फलस्वरूप इस अधिसूचना के अधीन छूट दी जा रही है, नकद में और वस्तु रूप में पाने का हकदार है या नहीं; या
- (iv) यह अभिनिश्चयन के लिए कि उस अवधि के दौरान, जब उक्त कारखाने और स्थापन के संबंध में अधिनियम के उपबंध प्रवृत्त थे, ऐसे किन्हीं उपबंधों का अनुपालन किया गया था या नहीं, निम्नलिखित कार्य करने के लिए सशक्त होगा—
- (क) प्रधान या आसन्न नियोजक से अपेक्षा करना कि वह उसे ऐसी जानकारी दे जिसे इस अधिनियम के प्रयोजन के लिए आवश्यक समझता है; या
- (ख) ऐसे प्रधान या आसन्न नियोजक के अधिभोगाधीन, किसी कारखाने, स्थापना, कार्यालय या अन्य परिसर में किसी भी उचित समय पर प्रवेश करना और उसके प्रभारी से यह अपेक्षा करना कि वह कार्मिक के नियोजन और मजदूरी के संदाय से संबंधित ऐसे लेखा, बहियां और अन्य दस्तावेज, ऐसे निरीक्षक या अन्य पदधारी के समक्ष प्रस्तुत करें और उनकी परीक्षा करने दें या ऐसी जानकारी दें जिसे वे आवश्यक समझते हैं; या
- (ग) प्रधान या आसन्न नियोजक की, उसके अभिकर्ता या सेवक की, या ऐसे किसी व्यक्ति को, जो ऐसे कारखाने, स्थापना, कार्यालय या अन्य परिसर में पाया जाए, यह विश्वास करने का युक्तियुक्त कारण है कि वह कर्मचारी है, परीक्षा करना; या
- (घ) ऐसे कारखाने, स्थापना, कार्यालय या अन्य परिसर में रखे गए किसी रजिस्टर, लेखा, बही या अन्य दस्तावेज की नकल तैयार करना या उद्धरण लेना; या
- (ङ) यथास्थिति अन्य शक्तियों का प्रयोग करना जो विनिर्दिष्ट दिए जाएँ।
6. विनिवेश या निगमीकरण के मामले में, प्रदत्त छूट स्वतः रद्द हो जाएगी और तब नए प्रतिष्ठान को छूट के लिए समुचित सरकार को आवेदन करना होगा।

[सं. एस-38014/15/2020-एस.एस-1]

बी. के. बिस्वास, अवर सचिव

New Delhi, the 20th April, 2023

**S.O. 647.**—In exercise of the powers conferred by section 88 read with section 91 A of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby exempts the regular employees of factories and establishments of Rashtriya Chemicals and Fertilizers Limited (Trombay unit) from the operation of the said Act. The exemption shall be effective for a period of one year from the date of publication of this notification in the Official Gazette.

2. The exemption is subject to the following conditions namely:-

- (1) the factories and establishments shall maintain a register of the employees specifying the names and designations of the exempted employees;
- (2) the employees shall continue to receive such benefits under the said Act to which they would have been entitled to on the basis of the contribution paid prior to the date from which exemption granted by this notification operates;
- (3) the contribution for the exempted period, if already paid, shall not be refundable;

- (4) the employer of the said factory and establishment shall submit in respect of the period during which that factory was subject to the operation of the said Act (hereinafter referred as the said period), such returns in such forms and containing such particulars as were due from it in respect of the said period under the Employees' State Insurance (General) Regulations, 1950;
- (5) a Social Security Officer appointed by the Corporation under sub-section (1) of section 45 of the said Act or other official of the Corporation authorised in this behalf by it, shall, for the purpose of —
- (i) verifying the particulars contained in any return submitted under sub-section (1) of section 44 of the said Act for the said period; or
  - (ii) ascertaining whether registers and records were maintained as required by the Employees' State Insurance (General) Regulations, 1950 for the said period; or
  - (iii) ascertaining whether the employees continue to be entitled to benefits provided by the employer in cash and kind being benefits in consideration of which exemption is being granted under this notification; or
  - (iv) ascertaining whether any of the provisions of the Act had been complied with during the period when such provisions were in force in relation to the said factory and establishment to be empowered to —
    - (a) require the principal or immediate employer to him such information as he may consider necessary for the purpose of this Act; or
    - (b) at any reasonable time enter any factory, establishment, office or other premises occupied by such principal or immediate employer at any reasonable time and require any person found in charge thereof to produce to such inspector or other official and allow him to examine accounts, books and other documents relating to the employment of personal and payment of wages or to furnish to him such information as he may consider necessary; or
    - (c) examine the principal or immediate employer, his agent or servant, or any person found in such factory, establishment, office or other premises or any person whom the said inspector or other official has reasonable cause to believe to have been an employee ; or
    - (d) make copies of or take extracts from any register, account book or other document maintained in such factory, establishment, office or other premises; or
    - (e) exercise such other powers as may be specified.

(6) in case of disinvestment or corporatisation, the exemption granted shall stand cancelled and the new entity may apply to the appropriate Government for exemption.

[No. S-38014/15/2020-SS-I]

B.K. BISWAS, Under Secy.

नई दिल्ली, 20 अप्रैल, 2023

**का.आ. 648.**—औद्योगिक विवाद अधिनियम, (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार प्रबंधन, गैरिसन इंजीनियर सैन्य इंजीनियरिंग सेवा, रानीखेत, उत्तराखंड, के प्रबंधन के संबद्ध नियोजकों और जिला संयुक्त सचिव, अखिल भारतीय ट्रेड यूनियन कांग्रेस कैंप कार्यालय, जेल रोड कचहरी, बरेली, (उ.प्र.), के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, लखनऊ पंचाट (संदर्भ संख्या 49/2019) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 20/04/2023 को प्राप्त हुआ था।

[सं. एल- 14011/11/2017- आईआर-(डीयू)]

डी. के. हिमांशु, अवर सचिव



New Delhi, the 20th April, 2023

**S.O. 648.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 49/2019) of the Central Government Industrial Tribunal cum Labour Court–Lucknow, as shown in the Annexure, in the Industrial dispute between the employers in relation to The Management, Garrison Engineer Military Engineering Services, Ranikhet, Uttarakhand, and The District Joint Secretary, All India Trade Union Congress Camp Office, Jail Road Kachehri, Bareilly (UP), which was received along with soft copy of the award by the Central Government on 20/04/2023.

[No. L- 14011/11/2017 - IR (DU)]

D. K. HIMANSHU, Under Secy.

### ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL –CUM- LABOUR COURT, LUCKNOW

### PRESENT

JUSTICE ANIL KUMAR

PRESIDING OFFICER

I.D. No. 49/2019

Ref. No. L-14011/11/2017-IR(DU) dated 31.12.2018

### BETWEEN

District Joint Secretary, All India Trade Union Congress

Camp Office, Jail Road Kachehri, Bareilly – 243001

### AND

The Management, Garrison Engineer

Military Engineering Services, Ranikhet, Uttarakhand – 900473

### AWARD

By Order No. L-14011/11/2017-IR(DU) dated 31.12.2018 the present industrial dispute has been referred for adjudication to this Tribunal in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 the Industrial Disputes Act, 1947 (14 of 1947) by the Central Government, with following schedule:

*“Whether the action of Garrison Engineer, Military Engineering Services in not granting appointment to Miss Priyanka Joshi S/o Late Sh. B C Joshi on compassionate ground is fair, just & legal? If not, to what benefits the disputant is entitled to?”*

Accordingly, an industrial dispute No. 49//2019 has been registered on 16.08.2019.

From the perusal of record, the position which emerge out is that the till date the claimant/workmen’s union has not filed any statement of claim.

Moreover, as a matter of fact and record, workmen’s union or its authorized representative has not turned up before this Tribunal nor has filed any statement of claim, till date.

### Findings & Conclusion:

Taking into consideration the fact that till date no statement of claim has been filed by the claimant/workmen’s union in order to establish its claim as per the reference dated 31.12.2018.

So in view of the said facts, as well as the law laid by the Hon’ble High Court in the case of *V. K. Raj Industries v. Labour Court (I) and others 1981 (29) FLR 194* as under:

*“It is well settled that if a party challenges the legality of an order, the burden lies upon him to prove illegality of the order and if no evidence is produced the party invoking jurisdiction of the Court must fail. Whenever a workman raises a dispute challenging the validity of the termination of service if is imperative for him to file written statement before the Industrial Court setting out grounds on which the order is challenged and he must also produce evidence to prove his case. If the workman fails to appear or to file written statement or produce evidence, the dispute referred by the State Government cannot be answered in favour of the workman and he would not be entitled to any relief.”*

In the case of *M/s Uptron Powertronics Employees’ Union, Ghaziabad through its Secretary v. Presiding Officer, Labour Court (II), Ghaziabad and others 2008 (118) FLR 1164* Hon’ble Allahabad High Court has held as under:

*“The law has been settled by the Apex Court in case of Shanker Chakravarti v. Britannia Biscuit Co. Ltd., V.K. Raj Industries v. Labour Court and Ors., Airtech Private Limited v. State of U.P. and Ors. 1984 (49) FLR 38 and Meritech India Ltd. v. State of U.P. and Ors. 1996 FLR that in the absence of any evidence led by or on behalf of the workman the reference is bound to be answered by the court against the workman. In such a situation it is not necessary for the employers to lead any evidence at all. The obligation to lead evidence to establish an allegation made by a party is on the party making the allegation. The test would be, who would fail if no evidence is led.”*

And by the Hon'ble Allahabad High Court in the case of *District Administrative Committee, U.P. P.A.C.C.S.C. Services v. Secretary-cum-G.M. District Co-operative Bank Ltd.* 2010 (126) FLR 519; wherein it has been held as under:

*“The submission is that even if the petitioner failed to lead the evidence, burden was on the shoulders of the respondent to prove the termination order as illegal. He was required to lead evidence first which he failed. A perusal of the impugned award also does not show that any evidence either oral or documentary was led by the respondent. In the case of no evidence, the reference has to be dismissed.”*

As the workmen's union has not filed any statement of claim/oral/documentary evidence, so the present case is liable to be dismissed.

For the foregoing reasons, the case is dismissed and; and the workman is not entitled for any relief.

Award as above.

Lucknow.

13<sup>th</sup> February, 2023

JUSTICE ANIL KUMAR, Presiding Officer

नई दिल्ली, 20 अप्रैल, 2023

**का.आ. 649.**—औद्योगिक विवाद अधिनियम, (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स त्रिवेदी एंटरप्राइजेज सी/ओ जीएम, एनटीपीसी, ऊंचाहार रायबरेली (उ.प्र.): महाप्रबंधक, एनटीपीसी, ऊंचाहार, रायबरेली (उ.प्र.): रेजिडेंट मैनेजर, यूटिलिटी पावरटेक लिमिटेड, बदरपुर, दिल्ली, के प्रबंधन के संबंध में नियोजकों और महासचिव, ताप विद्युत गृह निर्माण ठेकेदार कर्मचारी संघ एं ऊंचाहार रायबरेली, (उ.प्र.) के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, लखनऊ पंचाट (संदर्भ संख्या 11/2022) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 20/04/2023 को प्राप्त हुआ था।

[सं. एल-42011/57/2022-आईआर-(डीयू)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 20th April, 2023

**S.O. 649.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 11/2022) of the Central Government Industrial Tribunal cum Labour Court— Lucknow, as shown in the Annexure, in the Industrial dispute between the employers in relation to M/s. Trivedi Enterprises C/o GM, NTPC, Unchahar Raibareli (U.P.); The General Manager, NTPC. Unchahar, Raibareli (U.P.); The Resident Manager, Utility Powertech Ltd. Badarpur Delhi, and The General Secretary, Thermal Power House Construction Thekedar Karmchhari Sangh, Unchahar Raibareli, (U.P), which was received along with soft copy of the award by the Central Government on 20/04/2023.

[No. L- 42011/57/2022- IR (DU)]

D. K. HIMANSHU, Under Secy.



**ANNEXURE**

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL –CUM- LABOUR COURT, LUCKNOW

**PRESENT**

JUSTICE ANIL KUMAR

PRESIDING OFFICER

I.D. No. 11/2022

Ref. No. L-42011/57/2022-IR(DU) dated 23.03.2022

**BETWEEN**

Sh. Arvind Singh Rathore,

General Secretary, Thermal Power House Construction Thekedar Karmchari Sangh, Office. Sarany Sajiwan. Po-  
NTPC, Unchahar Raibareli (UP) - 229406**And**

1. M/s. Trivedi Enterprises C/o GM, NTPC, Unchahar Raibareli (UP) - 229001

2. The General Manager, NTPC. Unchahar, Raibareli (UP) – 229001

3. The Resident Manager

Utility Powertech Ltd. Badarpur Delhi - 110044

**AWARD**

By order No. L-42011/57/2022-IR(DU) dated 23.03.2022 the present industrial dispute has been referred for adjudication to this Tribunal in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 the Industrial Disputes Act, 1947 (14 of 1947) by the Central Government, with following schedule:

*"Whether the claim of Thermal Power House Construction Thekedar Karmchari Sangh. Unchahar, Raebareli vide letter dated 04.08.2020 in respect of Shri Ausaan S/o Bhagauti and 3 others(list attached) regarding alleged illegal termination by the management of M/s Trivedi Enterprises, sub-contractor of M/s UPL(contractor) under NTPC, Unchahar, Raebareli is proper, legal and justified? If yes, to what reliefs these workers are entitled and what other directions are necessary in the matter?"*

Accordingly, an industrial dispute No. 11/2022 has been registered on 06.04.2022.

From the perusal of record, the position which emerge out is that the till date the claimant/workman's union has not filed any statement of claim.

Moreover, as a matter of fact and record, neither workmen's union nor its authorized representative has not turned up before this Tribunal nor has filed any statement of claim.

**Findings & Conclusion:**

Taking into consideration the fact that till date no statement of claim has been filed by the claimant in order to establish his claim as per the reference dated 23.03.2022.

So in view of the said facts, as well as the law laid by the Hon'ble High Court in the case of *V. K. Raj Industries v. Labour Court (I) and others 1981 (29) FLR 194* as under:

*"It is well settled that if a party challenges the legality of an order, the burden lies upon him to prove illegality of the order and if no evidence is produced the party invoking jurisdiction of the Court must fail. Whenever a workman raises a dispute challenging the validity of the termination of service if is imperative for him to file written statement before the Industrial Court setting out grounds on which the order is challenged and he must also produce evidence to prove his case. If the workman fails to appear or to file written statement or produce evidence, the dispute referred by the State Government cannot be answered in favour of the workman and he would not be entitled to any relief."*

In the case of *M/s Uptron Powertronics Employees' Union, Ghaziabad through its Secretary v. Presiding Officer, Labour Court (II), Ghaziabad and others 2008 (118) FLR 1164* Hon'ble Allahabad High Court has held as under:

*"The law has been settled by the Apex Court in case of Shanker Chakravarti v. Britannia Biscuit Co. Ltd., V.K. Raj Industries v. Labour Court and Ors., Airtech Private Limited v. State of U.P. and Ors. 1984 (49) FLR 38 and Meritech India Ltd. v. State of U.P. and Ors. 1996 FLR that in the absence of any evidence led by or on behalf of the workman the reference is bound to be answered by the court against the workman. In such a situation it is not necessary for the employers to lead any evidence at*

*all. The obligation to lead evidence to establish an allegation made by a party is on the party making the allegation. The test would be, who would fail if no evidence is led."*

And by the Hon'ble Allahabad High Court in the case of *District Administrative Committee, U.P. P.A.C.C.S.C. Services v. Secretary-cum-G.M. District Co-operative Bank Ltd.* 2010 (126) FLR 519; wherein it has been held as under:

*"The submission is that even if the petitioner failed to lead the evidence, burden was on the shoulders of the respondent to prove the termination order as illegal. He was required to lead evidence first which he failed. A perusal of the impugned award also does not show that any evidence either oral or documentary was led by the respondent. In the case of no evidence, the reference has to be dismissed."*

As the workman has not filed any statement of claim/oral/documentary evidence, so the present case is liable to be dismissed.

For the foregoing reasons, the case is dismissed and; and the workman is not entitled for any relief.

Award as above.

Lucknow.

13<sup>th</sup> February, 2023

JUSTICE ANIL KUMAR, Presiding Officer

नई दिल्ली, 20 अप्रैल, 2023

**का.आ. 650.**—औद्योगिक विवाद अधिनियम, (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय पशु चिकित्सा अनुसंधान संस्थान (आईवीआरआई), इज्जतनगर, बरेली, (उ.प्र.): निदेशक ए ओरिएंटल इंटीग्रेटेड फैसिलिटी मैनेजमेंट प्राण लिमिटेड, मलाड (डब्ल्यू), मुंबई, के प्रबंधन के संबद्ध नियोजकों और उपाध्यक्ष, इंडियन नेशनल ट्रेड यूनियन कांग्रेस (इंटक), बरेली, (उ.प्र.), के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, लखनऊ पंचाट (संदर्भ संख्या 32/2019) को जैसा कि अनुलग्नक में दिखाया गया है प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 20/04/2023 को प्राप्त हुआ था।

[सं. एल- 42011/205/2018-आईआर-(डीयू)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 20th April, 2023

**S.O. 650.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 32/2019) of the Central Government Industrial Tribunal cum Labour Court— Lucknow, as shown in the Annexure, in the Industrial dispute between the employers in relation to Indian Veterinary Research Institute (IVRI), Izatnagar, Bareilly (U.P.) ;The Director, Oriental Integrated Facility Management Pvt. Ltd., Malad (W), Mumbai, and The Vice President, Indian National Trade Union Congress (INTUC), Bareilly (UP), which was received along with soft copy of the award by the Central Government on 20/04/2023.

[No. L-42011/205/2018-IR (DU)]

D. K. HIMANSHU, Under Secy.

#### ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL –CUM- LABOUR COURT, LUCKNOW

#### PRESENT

JUSTICE ANIL KUMAR

PRESIDING OFFICER

I.D. No. 32/2019

Ref. No. L-42011/205/2018 -IR(DU) dated 28.01.2019

#### BETWEEN

Sh. Hari Shankar Kanojia, Senior Distt. Vice President

Indian National Trade Union Congress (INTUC)  
Basement Kailash Tower, Near Old RTO Office  
Bareilly (UP) 243122

**AND**

1. Indian Veterinary Research Institute (IVRI)  
Izatnagar, Bareilly (UP) – 243122
2. Director, Oriental Integrated Facility Management Pvt. Ltd.  
Unit No.7, Sainath CHS Ltd. Opp. Bhujale Talav, P.G. Road  
Off Link Road, Malad (W), Mumbai – 400064.

**AWARD**

By order No. L-42011/205/2018 -IR(DU) dated 28.01.2019 the present industrial dispute has been referred for adjudication to this Tribunal in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 the Industrial Disputes Act, 1947 (14 of 1947) by the Central Government, with following schedule:

*“Whether the action of the Director, Oriental Integrated Facility Management Pvt. Ltd. Malad, Mumbai working in the establishment of Director, Indian Veterinary Research Institute, Bareilly in retrenched the services of 23 workmen (list enclosed) is fair, legal and justified. If not, then what remedy lies with the union?”*

Accordingly, an industrial dispute No. 32/2019 has been registered on 16.08.2019.

From the perusal of record, the position which emerge out is that the till date the claimant/workmen’s union has not filed any statement of claim.

Moreover, as a matter of fact and record, workmen’s union or its authorized representative has not turned up before this Tribunal nor has filed any statement of claim, till date.

**Findings & Conclusion:**

Taking into consideration the fact that till date no statement of claim has been filed by the claimant/workmen’s union in order to establish its claim as per the reference dated 28.01.2019.

So in view of the said facts, as well as the law laid by the Hon’ble High Court in the case of *V. K. Raj Industries v. Labour Court (I) and others 1981 (29) FLR 194* as under:

*“It is well settled that if a party challenges the legality of an order, the burden lies upon him to prove illegality of the order and if no evidence is produced the party invoking jurisdiction of the Court must fail. Whenever a workman raises a dispute challenging the validity of the termination of service if is imperative for him to file written statement before the Industrial Court setting out grounds on which the order is challenged and he must also produce evidence to prove his case. If the workman fails to appear or to file written statement or produce evidence, the dispute referred by the State Government cannot be answered in favour of the workman and he would not be entitled to any relief.”*

In the case of *M/s Uptron Powertronics Employees’ Union, Ghaziabad through its Secretary v. Presiding Officer, Labour Court (II), Ghaziabad and others 2008 (118) FLR 1164* Hon’ble Allahabad High Court has held as under:

*“The law has been settled by the Apex Court in case of Shanker Chakravarti v. Britannia Biscuit Co. Ltd., V.K. Raj Industries v. Labour Court and Ors., Airtech Private Limited v. State of U.P. and Ors. 1984 (49) FLR 38 and Meritech India Ltd. v. State of U.P. and Ors. 1996 FLR that in the absence of any evidence led by or on behalf of the workman the reference is bound to be answered by the court against the workman. In such a situation it is not necessary for the employers to lead any evidence at all. The obligation to lead evidence to establish an allegation made by a party is on the party making the allegation. The test would be, who would fail if no evidence is led.”*

And by the Hon’ble Allahabad High Court in the case of *District Administrative Committee, U.P. P.A.C.C.S.C. Services v. Secretary-cum-G.M. District Co-operative Bank Ltd. 2010 (126) FLR 519*; wherein it has been held as under:

*“The submission is that even if the petitioner failed to lead the evidence, burden was on the shoulders of the respondent to prove the termination order as illegal. He was required to lead evidence first which he failed. A perusal of the impugned award also does not show that any evidence either oral or documentary was led by the respondent. In the case of no evidence, the reference has to be dismissed.”*

As the workmen's union has not filed any statement of claim/oral/documentary evidence, so the present case is liable to be dismissed.

For the foregoing reasons, the case is dismissed and; and the workman is not entitled for any relief.

Award as above.

Lucknow.

13<sup>th</sup> February, 2023

JUSTICE ANIL KUMAR, Presiding Officer

नई दिल्ली, 20 अप्रैल, 2023

**का.आ. 651.**—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार प्रभारी अधिकारी, ईसीएचएस पॉलीक्लिनिक, 48-सिविल लाइन्स, उन्नाव; प्रभारी अधिकारी, ईसीएचएस, स्टेशन कमांडर, स्टेशन मुख्यालय, कानपुर कैंट.; वरिष्ठ स्टेशन कमांडर, स्टेशन मुख्यालय, कानपुर कैंट, के प्रबंधन के संबद्ध नियोजकों और श्री अवधेश सिंह, कामगार, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, लखनऊ पंचाट (संदर्भ संख्या 77/2021) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 20/04/2023 को प्राप्त हुआ था।

[सं. एल- 42025-07-2023-78 - आईआर-(डीयू)]

डी.के.हिमांशु, अवर सचिव

New Delhi, the 20th April, 2023

**S.O. 651.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 77/2021) of the Central Government Industrial Tribunal cum Labour Court— Lucknow, as shown in the Annexure, in the Industrial dispute between the employers in relation to The Officer Incharge, ECHS Polyclinic, 48-Civil Lines, Unnao; The Officer Incharge, ECHS, Station Commander, Station Hq., Kanpur Cantt.; The Senior Station Commander, Station Headquarter, Kanpur Cantt., and Shri Awadhesh Singh, Worker, which was received along with soft copy of the award by the Central Government on 20/04/2023.

[F. No. L- 42025-07-2023-78 - IR (DU)]

D.K. HIMANSHU, Under Secy.

#### ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL –CUM- LABOUR COURT, LUCKNOW

#### PRESENT

JUSTICE ANIL KUMAR

PRESIDING OFFICER

I.D. No. 77/2021

Ref. No. K-10/1-6/2021-IR dated 23.06.2021

#### BETWEEN

Shri Awadhesh Singh S/O Shri Arjun Singh, Village Chapari Shahpur, Post Achalganj, Unnao-209801.

#### AND

1. The Officer Incharge, ECHS Polyclinic, 48-Civil Lines, Unnao-209801.
2. The Officer Incharge, ECHS, Station Commander, Station Hq., Kanpur Cantt.-208001.
3. The Senior Station Commander, Station Headquarter, Kanpur Cantt.-208004

#### AWARD

By order No. K-10/1-6/2021-IR dated 23.06.2021 the present industrial dispute has been referred for adjudication to this Tribunal in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 the Industrial Disputes Act, 1947 (14 of 1947) by the Central Government, with following schedule:

*"Whether the action of management of Ex-Servicemen Contributory Health Scheme (ECHS) in terminating the services of Shri Awadhesh Singh S/O Shri Arjun Singh. Ambulance Driver w.e.f. 21.05.2020 without following the provisions of Section 25 F of I.D. Act, 1947, is Legal and justified? If not, to what relief the workman is entitled to and from which date?"*

Accordingly, an industrial dispute No. 77/2021 has been registered on 05.07.2021.

From the perusal of record, the position which emerge out is that the till date the claimant/workman has not filed any statement of claim in spite of repeated opportunity given to him.

So in view of the said facts, as well as the law laid by the Hon'ble High Court in the case of *V. K. Raj Industries v. Labour Court (I) and others 1981 (29) FLR 194* as under:

*"It is well settled that if a party challenges the legality of an order, the burden lies upon him to prove illegality of the order and if no evidence is produced the party invoking jurisdiction of the Court must fail. Whenever a workman raises a dispute challenging the validity of the termination of service if is imperative for him to file written statement before the Industrial Court setting out grounds on which the order is challenged and he must also produce evidence to prove his case. If the workman fails to appear or to file written statement or produce evidence, the dispute referred by the State Government cannot be answered in favour of the workman and he would not be entitled to any relief."*

In the case of *M/s Uptron Powertronics Employees' Union, Ghaziabad through its Secretary v. Presiding Officer, Labour Court (II), Ghaziabad and others 2008 (118) FLR 1164* Hon'ble Allahabad High Court has held as under:

*"The law has been settled by the Apex Court in case of Shanker Chakravarti v. Britannia Biscuit Co. Ltd., V.K. Raj Industries v. Labour Court and Ors., Airtech Private Limited v. State of U.P. and Ors. 1984 (49) FLR 38 and Meritech India Ltd. v. State of U.P. and Ors. 1996 FLR that in the absence of any evidence led by or on behalf of the workman the reference is bound to be answered by the court against the workman. In such a situation it is not necessary for the employers to lead any evidence at all. The obligation to lead evidence to establish an allegation made by a party is on the party making the allegation. The test would be, who would fail if no evidence is led."*

And by the Hon'ble Allahabad High Court in the case of *District Administrative Committee, U.P. P.A.C.C.S.C. Services v. Secretary-cum-G.M. District Co-operative Bank Ltd. 2010 (126) FLR 519*; wherein it has been held as under:

*"The submission is that even if the petitioner failed to lead the evidence, burden was on the shoulders of the respondent to prove the termination order as illegal. He was required to lead evidence first which he failed. A perusal of the impugned award also does not show that any evidence either oral or documentary was led by the respondent. In the case of no evidence, the reference has to be dismissed."*

As the workman has not filed any statement of claim/oral/documentary evidence, so the present case is liable to be dismissed.

For the foregoing reasons, the case is dismissed and; and the workman is not entitled for any relief.

Award as above.

Lucknow.

16<sup>th</sup> December, 2022

JUSTICE ANIL KUMAR, Presiding Officer

नई दिल्ली, 20 अप्रैल, 2023

**का.आ. 652.**—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार प्रबंध निदेशक, मैसर्स पटेल इंजीनियरिंग प्रा. लिमिटेड, पटेल एस्टेट रोड, जोगेश्वर (डब्ल्यू), मुंबई ; उप मुख्य अभियंता, उत्तर रेलवे, अंजी ब्रिज, USBRI प्रोजेक्ट, स्टेयम रिज़ॉर्ट, त्रिकुटा नगर, जम्मू और कश्मीर; मैसर्स बॉम्बे कंस्ट्रक्शन मैसर्स पटेल इंजीनियरिंग प्रा. लिमिटेड यूएसबीआरएल टी-2, गांव- और पोस्ट भागा, जिला-रियासी जम्मू और कश्मीर; मैसर्स कृष्ण दत्त सी/ओ एम/एस पटेल इंजीनियरिंग प्रा. लिमिटेड यूएसबीआरएल टी-2, गांव और पीओ-भागा, जिला। रियासी, जम्मू और कश्मीर, के प्रबंधन के संबद्ध नियोजकों और महासचिव, भारतीय व्यापार संघ केंद्र, गांधी नगर, जम्मू और

कश्मीर, के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय-1 चंडीगढ़ पंचाट (संदर्भ संख्या 70/2018) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 20/04/2023 को प्राप्त हुआ था।

[सं. एल – 42011/49/2018-आईआर-(डीयू)]

डी. के. हिमांशु, अवसर सचिव

New Delhi, the 20th April, 2023

**S.O. 652.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 70/2018) of the Central Government Industrial Tribunal cum Labour Court –1, Chandigarh, as shown in the Annexure, in the Industrial dispute between the employers in relation The Managing Director, M/s Patel Engineering Pvt. Ltd., Patel Estate Road, Jogeshwar (W), Mumbai ; Dy. Chief Engineer, Northern Railway, Anji Bridge, USBRI Project, Stayam Resort, Trikuta Nagar, Jammu & Kashmir ; M/s Bombay Construction M/s Patel Engineering Pvt. Ltd. USBRL T-2. Vill. and Post Bhaga, Distt. Reasi Jammu & Kashmir; M/s Krishan Dutt C/o M/s Patel Engineering Pvt. Ltd. USBRL T-2, Vill & PO-Bhaga, Distt. Reasi, Jammu & Kashmir, and Intelligence Service India Limited, A-28-29, Okhla Industrial Area, Phase-1, New Delhi, and The General Secretary, Centre of Indian Trade Union, Gandhi Nagar, Jammu & Kashmir, which was received along with soft copy of the award by the Central Government on 20/04/2023.

[No. L- 42011/49/2018- IR (DU)]

D. K. HIMANSHU, Under Secy.

#### ANNEXURE

**In the Central Government Industrial Tribunal-cum-Labour Court-I, Chandigarh.**

**Present: Sh. J.K. Tripathi, Presiding Officer.**

ID No.70/2018

Registered on:-24.09.2018

General Secretary, Centre of Indian Trade Union, C/o 27-A, Gandhi Nagar, Jammu & Kashmir-180004.

.....Workmen/Union

#### VERSUS

1. The Managing Director, M/s Patel Engineering Pvt. Ltd., Patel Estate Road, Jogeshwar(W), Mumbai-400102.
2. Dy. Chief Engineer, Northern Railway, Anji Bridge, USBRI Project, Stayam Resort, Trikuta Nagar, Jammu & Kashmir-180012.
3. M/s Bombay Construction M/s Patel Engineering Pvt. Ltd. USBRL T-2. Vill. And Post Bhaga, Distt. Reasi Jammu & Kashmir-182311.
4. M/s Krishan Dutt C/o M/s Patel Engineering Pvt. Ltd. USBRL T-2, Vill & PO-Bhaga, Distt. Reasi, Jammu & Kashmir-182311.

.....Respondents/Managements

#### AWARD

**Passed on:-22.03.2023**

Central Government vide Notification No.L-42011/49/2018-IR(DU) Dated 11.09.2018, under clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947(hereinafter called the Act), has referred the following Industrial dispute for adjudication to this Tribunal:-

**“Whether the action of management of M/s Patel Engineering Ltd. Patel Estate Road, Jogeshwari(W) Mumbai-400102 representing through its Managing Director in not accepting the demands raised by Union at SL. No.1, 4, 6 and 8 to 18**



**(as per annexure enclosed) is justified or not? If not, to what relief the workmen are entitled to and from which date?**

1. On the receipt of the above reference, notice was sent to the workmen/union as well as to the respondents/managements. The postal article sent to the workmen/union, referred above, is duly delivered to the workmen/union. The workmen/union is given sufficient opportunities to file claim statement but none turned up in spite of the opportunity afforded to file claim statement, which shows that the workmen/union is not interested in adjudication of the matter on merit.
2. Since the workmen/union has neither put their appearance nor they have filed any statement of claim to prove their cause against the respondents/managements, as such, this Tribunal is left with no choice, except to pass a 'No Claim Award'. Accordingly, 'No Claim Award' is passed present reference.
3. Let copy of this award be sent to the Appropriate Government as required under Section 17 of the Act for publication.

J. K. TRIPATHI, Presiding Officer,

नई दिल्ली, 20 अप्रैल, 2023

**का.आ. 653.**—औद्योगिक विवाद अधिनियम, (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार वरिष्ठ अधीक्षक डाकघर, करनाल मंडल, करनाल, के प्रबंधन के संबद्ध नियोजकों और श्री पवन कुमार, कामगार, के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय-1 चंडीगढ़ पंचाट (संदर्भ संख्या 56/2016) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 20/04/2023 को प्राप्त हुआ था।

[सं. एल – 40012/13/2016-आईआर-(डीयू)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 20th April, 2023

**S.O. 653.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 56/2016) of the Central Government Industrial Tribunal cum Labour Court –1, Chandigarh, as shown in the Annexure, in the Industrial dispute between the employers in relation The Senior Superintendent of Post Offices, Karnal Division, Karnal, and Shri Pawan Kumar, Worker, which was received along with soft copy of the award by the Central Government on 20/04/2023.

[No. L- 40012/13/2016- IR (DU)]

D.K.HIMANSHU, Under Secy.

#### ANNEXURE

**In the Central Government Industrial Tribunal-cum-Labour Court-I, Chandigarh.**

**Present: Sh. J.K. Tripathi, Presiding Officer.**

ID No.56/2016

Registered on:-17.10.2016

Sh. Pawan Kumar S/o Kali Ram, Village & P.O. Biana, Tehsil Indri, Karnal.

.....Workman

**VERSUS**

Senior Superintendent of Post Offices, Karnal Division, Karnal.

.....Management

#### AWARD

**Passed On:-17.03.2023**

Central Government vide Notification No. L-40012/13/2016-IR(DU) Dated 06.10.2016, under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947(hereinafter called the Act), has referred the following Industrial dispute for adjudication to this Tribunal:-

**“Whether the action of the management of Assistant Superintendent, Postal Sub-Division Inspector, East Sub-Division, Karnal(Haryana) in terminating the services of the workman Sh. Pawan Kumar S/o Sh. Kali**

**Ram, GDSMD is legal and justified? If not, what relief the workman is entitled?"**

1. The brief facts relevant for deciding this claim petition is that as per claim of workman, the workman was appointed on GDSMD at Biana B.O. w.e.f. 27.08.2011 against vacant post of GDSMD Biana by Sub-Divisional Inspector East Sub-Division, Karnal and has been working continuously and lastly working under Assistant Superintendent, Postal Sub-Division Inspector, East Sub-Division, Karnal. The workman was not engaged on stop gap arrangement. The workman regularly and continuously completed more than 240 days continuous serves as required under Section 25-B of the Industrial Disputes Act and the workman is entitled to the protection under Section 25-F, 25-G and 25-H of the Industrial Disputes Act which the respondent-management has not followed at the time of terminating the services of the workman and the workman all of a sudden was relieved from his duty on 01.07.2015 without assigning reason. The workman falls under the provisions of Industrial Disputes Act and the respondent-management is also required to follow the ID Act but the respondent-management has not followed the principle of "First come last Go" at the time of terminating the services of the workman as required under Section 25-G of the ID Act and has retained the juniors to the workman. The respondent-management has not maintained the seniority list of the workmen as required under Section 77 of the Industrial Disputes Rules. It is therefore, prayed that the workman may kindly be taken back in service on full back wages with continuity of service in the interest of justice.
2. Management filed written statement, alleging therein that the workman was engaged on purely temporary basis against the vacant post of GDSMD/MC Biana in a/c with Garhi Birbal S.O. for the first time from 19.01.12 to 14.04.2012 on local arrangement without following the prescribed procedure of engagement on regular basis. The workman was engaged on stop gap arrangement. The workman was last engaged from 02.02.2015 to 09.04.2015 and now the prescribed procedure for engaging GDSMD/MC Biana on regular basis has been completed and the selected candidate has already joined against the said post on regular basis w.e.f. 01.07.2015. The payments made to the outsiders was treated as contingent expenses of the office vouchers and the same were not retained by the DDO and sent to Postal Account Office for further disposal. The services of GDS are governed by the GDS Conduct & Engagement Rules, 2011 and the principle of "first come last go" do not apply in this case. All the persons have been engaged after the termination of services only after following the prescribed procedure for the purpose and there is no illegality in the same. The workman was engaged on temporary basis for a very short period and his re-engagement is neither possible nor he had applied for the same. It is therefore, most respectfully prayed that the claim statement of the workman being devoid of merits is liable to be dismissed with costs in the interest of justice equity and fair play.
3. The workman has filed replication to the written statement filed by the management, alleging therein that the workman was appointed on GDSMD at Biana, Branch Office w.e.f. 27.08.2011 against the vacant post of GDSMD Biana by Sub-Divisional Inspector East Sub-Division Karnal and has been working continuously and lastly working under Assistant Superintendent, Postal Sub-Division Inspector, East Sub-Division, Karnal and the workman has been working regularly and continuously and has completed more than 240 days continuous service as required under Section 25-B of the Industrial Disputes Act so the workman is entitled to the protection under Section 25-F, 25-G and 25-H of the Industrial Disputes Act. The remaining facts in the replication are same as alleged in the claim statement hence, need not to be repeated again.
4. During the pendency of the proceedings before this Tribunal on 17.03.2023, the case was fixed for evidence of the workman but the workman did not turn up for its evidence. The workman has given several opportunities to produce its evidence but the workman failed to produce the evidence. Today also i.e. 17.03.2023 none is present on behalf of the workman which shows that the workman is not interested in adjudication of the case on merit. He has also not led any evidence so as to prove his cause against the respondent/management, as such, this Tribunal is left with no choice, except to pass a "No Claim Award". It is also clarified that passing of the no claim award would not bar the workman from approaching the Appropriate Government/this Tribunal for adjudication of this case on merits or filing any fresh claim. Hence, no claim award is passed in the present reference. File after completion be consigned in the record room.
5. Let copy of the award be sent to the Central Government for publication of the same as required under Section 17(2) of the Act.

J.K. TRIPATHI, Presiding Officer

नई दिल्ली, 20 अप्रैल, 2023

**का.आ. 654.—**औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार निदेशक, राष्ट्रीय प्रौद्योगिकी संस्थान, हमीरपुर, (हिमाचल प्रदेश); प्रबंधक, सुरक्षा और खुफिया सेवा इंडिया लिमिटेड, ए-28-29, ओखला औद्योगिक क्षेत्र, चरण-1, नई दिल्ली, के प्रबंधन के संबद्ध नियोजकों और श्री नरेश कुमार, कामगार, के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय-1 चंडीगढ़



पंचाट(संदर्भ संख्या 186/2016) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 20/04/2023 को प्राप्त हुआ था।

[सं. एल-42012/87/2016-आईआर-(डीयू)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 20th April, 2023

**S.O. 654.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 186/2016) of the Central Government Industrial Tribunal cum Labour Court –I, Chandigarh, as shown in the Annexure, in the Industrial dispute between the employers in relation The Director, National Institute of Technology, Hamirpur, (H.P.); The Manager, Security and Intelligence Service India Limited, A-28-29, Okhla Industrial Area, Phase-1, New Delhi, and Shri Naresh Kumar, Worker, which was received along with soft copy of the award by the Central Government on 20/04/2023.

[No. L- 42012/87/2016- IR (DU)]

D.K.HIMANSHU, Under Secy.

#### ANNEXURE

#### Central Government Industrial Tribunal-Cum-Labour Court-I,

Chandigarh.

**Present: Sh. J.K. Tripathi, Presiding Officer.**

ID No.186/2016

Registered On:-06.01.2017

Sh. Naresh Kumar S/o Sh. Kamal Dev, R/o Village Blongni, P.O. Hamirpur, Tehsil & Distt. Hamirpur, H.P., Ex. Security Guard.

.....Workman

#### VERSUS

1.The Director, National Institute of Technology, Hamirpur, H.P.

2.The Manager, Security and Intelligence Service India Limited, A-28-29, Okhla Industrial Area, Phase-1, New Delhi-110020.

.....Respondents/Managements

#### AWARD

**Passed On:-22.03.2023**

Central Government vide Notification No. L-42012/87/2016-IR(DU) Dated 15.12.2016/27.12.2016, under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947(hereinafter called the Act), has referred the following Industrial dispute for adjudication to this Tribunal:-

**“Whether the action of the Security and Intelligence Service India Ltd. Okhla Industrial Area, Phase-I, New Delhi and NIT Hamirpur in terminating the services of the workman Sh. Naresh Kumar is legal, just & valid? If not, what relief workman entitled to?”**

1. The brief facts relevant for deciding this claim petition is that as per claim of workman, the workman was engaged as Security Guard through Security and Intelligence Service India Limited w.e.f. April, 2007 and worked continuously up to 5.9.2015 when the services of the workman were disengaged without any reason and no procedure was followed by the respondents while disengaging the services of the workman. No notice or any sort of compensation was given to the workman and the juniors to the workman were retained in service which is also the violation of Section 25-H of the Industrial Disputes Act, 1947. The workman was an employee of respondent no.1 and he was outsourced through a contractor. The workman was not gainfully employed anywhere. The action of the respondents in dispensing with the services of the workman amounts to illegal retrenchment of the workman and in view of this, the services of the workman are liable to be reinstated with full back wages and seniority etc.

2. Respondent No.1-National Institute of Technology(NIT), Hamirpur has filed its written statement along with affidavit, alleging therein that the National Institute of Technology(NIT), Hamirpur is an Exucational Institute of

National Importance and imparting the technical education to students all over the country and does not fall under the definition of Industry as per Section 2(J) sub-clause (3) of Industrial Dispute Act. The Security & Intelligence Services (India) Ltd. Was awarded the work for providing manpower (Security Services) through outsourcing basis at NIT, Hamirpur only from 15.02.2013 with subsequent extension at different intervals. Therefore, the claim of the workman that he was engaged with the aforesaid Agency for providing services at respondent-institute from April 2007 onwards is totally wrong. The aforesaid Agency had only provided the security services at NIT, Hamirpur from 15.02.2013 to 30.06.2016. The workman was engaged as Security Guard through outsourcing Agency M/s Security and Intelligence Service (India) Ltd. And provided the security services w.e.f. 15.02.2013 to 05.09.2015. Neither the workman was engaged by NIT-Hamirpur nor disengaged in any manner as alleged. The workman was found defaulter during discharging his legitimate duty on 05.09.2015 due to which the Agency M/s SIS shifted him from respondent-institute to other place. It is therefore, prayed that the claim petition of the workman may kindly be dismissed in the interest of justice.

3. Respondent No.2 has filed its written statement to the claim filed by the workman, alleging therein that the workman had joined Respondent No.2 on 15.02.2013 as Security Guard. The workman was offered to work on any other unit but the workman denied to work on any other unit. The services of the workman were terminated by Respondent No.1. In view of the above, it is therefore, prayed that this Hon'ble Court may be please to dismiss the claim petition of the workman with heavy cost and pass any order as the Hon'ble Court may deem fit and proper in the interest of justice.

4. During the pendency of the proceedings before this Tribunal on 22.03.2023, the case is fixed for evidence of the workman but none is representing the workman. A fresh notice was issued to the workman and that was served upon the workman even though the workman has not turned up which shows that the workman is not interested in adjudication of the case of the merit. It is submitted on behalf of both the respondents that the workman is not turning up for evidence since long and several opportunities have already been granted to the workman. Workman has been given sufficient opportunities for evidence but none turned up in spite of several opportunities afforded to file evidence. This shows that the workman is not interested in adjudication of the case on merit.

5. Since the workman has neither put his appearance for long nor he has lead any evidence to prove his cause against the respondents/managements. As such, this Tribunal is left with no alternative except to pass a 'No Claim Award'. Accordingly, 'No Claim Award' is passed in the present application. File after completion be consigned in the record room.

J. K. TRIPATHI, Presiding Officer

नई दिल्ली, 20 अप्रैल, 2023

**का.आ. 655.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार इंडियन बैंक प्रबंध तंत्र के सबद्ध नियोजको और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण चैम्बर्स के पंचाट संदर्भ संख्या (24/2019) को प्रकाशित करती है।

[सं. एल .12012/57/2018- आई आर बी.II]

सलोनी, उप निदेशक

New Delhi, the 20th April, 2023

**S.O. 655.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.24/2019) of the Cent.Govt.Indus.Tribunal-cum-Labour Court Chennai as shown in the Annexure, in the industrial dispute between the management of Indian Bank and their workmen.

[No. L-12012/57/2018– IR(B-II)]

SALONI, Dy. Director

**ANNEXURE**  
**BEFORE THE CGIT-CUM-LABOUR COURT &**  
**EPF APPELLATE TRIBUNAL**  
**CHENNAI**  
**ID No. 24/2019**

**Present: DIPTI MOHAPATRA, LL.M.**  
**PRESIDING OFFICER**  
**Date: 11.04.2023**

Shri J. Jayakumar  
 Sankagiri Main Road  
 Konganapuram Post  
 Edappadi Taluk  
 Salem-637102

: 1<sup>st</sup> Party/Petitioner

AND

The Zonal Manager  
 Indian Bank  
 Zonal Office, 15/1, Divya Towers  
 Fort Main Road  
 Salem-636001

: 2<sup>nd</sup> Party/Respondent

**Appearance:**

For the 1<sup>st</sup> Party/Petitioner : Advocates, M/s K.M. Ramesh

For the 2<sup>nd</sup> Party/Respondent : Advocates, M/s T.S. Gopalan & Co.

**AWARD**

The Central Government, Ministry of Labour & Employment vide its Order No. L-12012/57/2018-IR(B.II) dtd. 11.02.2019 referred the following Industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is:

*“Whether the action of the management of Indian Bank, Zonal Office, Salem in awarding the punishment of “Voluntary Cessation of Service” w.e.f. 27.12.2008 to Sri J. Jayakumar from the services is justified? If not to what relief is the workman entitled to?”*

2. On receipt of the above reference from the appropriate Government, the dispute on reference is registered as ID No. 24/2019 and due notices were issued to both sides for their appearance on 07.05.2019. The petitioner did not turn up resulting further 4 adjournments till 03.12.2019 for the same purpose. The Petitioner did not turn up. The case was adjourned to 17.12.2019 when the Petitioner filed Claim Statement. The case was adjourned to 06.02.2020 and then to 05.03.2020 for Counter statement. The Respondent file Counter statement on 05.03.2020. The case was listed to 15.04.2020 for filing Affidavit-Evidence by the Petitioner. The Petitioner did not turn up and afforded some more adjournments i.e. 05.08.2020, 27.10.2020, 03.02.2021, 17.05.2021 and 28.07.2021 for the same purpose. The Petitioner did not file the Affidavit evidence. However taking into consideration the hard situation of the outbreak of COVID-19, the Tribunal took lenient view and further afforded some fair opportunities in favour of the petitioner to defend his case. The case was again adjourned to 27.09.2021, 01.11.2021 and 13.12.2021 for the same purpose. The Petitioner did not turn up to file Affidavit-Evidence. However, for the interest of justice, the Petitioner was afforded with more opportunities in the year 2022 till 28.12.2022 intervening 8 adjournments. The petitioner choose not to proceed with the case. The case was listed to 15.02.2023. Even on that day, the Petitioner did not file Affidavit-Evidence but filed a petition for time which was rejected, being devoid of any merit and the case is reserved for final order.

3. It appears even if for the interest of justice the Tribunal suo-moto afforded sufficient opportunities to the Petitioner, there was no progress held in the proceeding due to the non-cooperation of the Petitioner Union. On the other hand, the case is simply dragged approximately for 4 years without any progress. In the circumstance, the Tribunal is constrained not to repost the proceeding to any other date for the same purpose as much as it deems the First Party Petitioner has no interest to proceed with the case. Thus, the case is liable for dismissal in accordance to Law.

In view of the discussion held in preceding paragraph, it deems there exists no dispute for adjudication as referred by the Appropriate Government. In the result the reference is answered against the Petitioner.

The ID case stands dismissed

An Award is passed accordingly.

DIPTI MOHAPATRA, Presiding Officer

नई दिल्ली, 20 अप्रैल, 2023

**का.आ. 656.**—औद्योगिक विवाद अधिनियम, (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय जनरल ऑफिसर कमाण्डिंग, हेड क्वार्टर्स, 18 इनफेन्ट्री डिविजन, अल्फा मेस, 56, एपीओ, कोटा आर्मी, राजस्थान, के प्रबंधन के संबद्ध नियोजकों और श्री लक्ष्मीनारायण, कामगार, के बीच अनुबंध में निर्दिष्ट विवाद में औद्योगिक न्यायाधिकरण कोटा, पंचाट आई टी (केन्द्रीय)-12/2011(सीआईएस-100/2014) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 22/03/2023 को प्राप्त हुआ था।

[सं. एल-14012/01/2011-आईआर (डीयू)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 20th April, 2023

**S.O. 656.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award I.T.(Central)- 12/2011(CIS-100/2014) of the Industrial Tribunal Kota, as shown in the Annexure, in the Industrial dispute between the employers in relation to The General Officer Commanding, Head Quarters, 18, Infantry Division, Alfa Mess, 56] AP O, Kota Army, Rajasthan, and Shri Laxmi Narayan, Worker, which was received along with soft copy of the award by the Central Government on 22/03/2023.

[No. L- 14012/01/2011- IR (DU)]

D. K. HIMANSHU, Under Secy.

#### ANNEXURE

न्यायाधीश, औद्योगिक न्यायाधिकरण(केन्द्रीय)कोटा,(राज.)

पीठासीन अधिकारी— श्री महेश पुनेटा, आर.जे.एस. (जिला जज संवर्ग)

निर्देश प्रकरण क्रमांक:औ.न्या.(केन्द्रीय)—12/2011(सीआईएस-100/2014)

(सीएनआर—आरजेकेटी060001322011)

दिनांक स्थापित:05/08/2011

प्रसंग : भारत सरकार, श्रम मंत्रालय, नई दिल्ली के आदेश क्र.

एल-14012/2011(आईआर(डीयू)) दि.09/05/2011

निर्देश/विवाद अन्तर्गत धारा 10(1)(घ) एवं उपधारा 2(क)

औद्योगिक विवाद अधिनियम, 1947

मध्य

लक्ष्मीनारायण पुत्र कान्हाजी, निवासी सुमन नगर,

कोटा जंक्शन।

—प्रार्थी श्रमिक

एवं

जनरल ऑफिसर कमाण्डिंग, हेड क्वार्टर्स, 18 इनफेन्ट्री  
डिविजन, अल्फा मेस, 56, एपीओ, कोटा आर्मी, राजस्थान।

—अप्रार्थी

उपस्थित

प्रार्थी श्रमिक की ओर से प्रतिनिधि:—

श्री पांचूलाल ऋषि

अप्रार्थी की ओर से प्रतिनिधि:-

श्री आर.सी.गोयल

::अधिनिर्णय::

दि.:30/06/2022

भारत सरकार, श्रम मंत्रालय, नई दिल्ली के प्रासांगिक आदेश दिनांक 09/05/2011 के जरिये निर्देश विवाद, औद्योगिक विवाद अधिनियम, 1947 (जिसे तदुपरान्त "अधिनियम" से सम्बोधित किया जावेगा) की धारा 10(1)घ) एवं उपधारा 2(क)के अन्तर्गत इस न्यायाधिकरण को अधिनिर्णयार्थ सम्प्रेषित किया गया है:-

"Whether the action of the Management of General Officer Commanding, Head Quarters, 18, Infantry Division, Alfa Mess, 56] AP O, Kota Army, Rajasthan in terminating the services of Shri Laxmi Narayan S/o Shri Kanhaji w.e.f. 23/12/2006, is legal and justified? What relief the workman is entitled to and from which date?"

2. उक्त विवाद, न्यायाधिकरण में रेफर होने पर पंजीबद्ध कर पक्षकारों को उपस्थिति बाबत नोटिस जारी किए गए। नोटिस की पालना में प्रार्थी श्रमिक द्वारा उपस्थित होकर स्टेटमेंट ऑफ क्लेम न्यायाधिकरण के समक्ष प्रस्तुत कर संक्षिप्त: यह कथन किया गया है कि प्रार्थी, अप्रार्थी जनरल ऑफिसर कमाण्डिंग, हेड क्वार्टर्स, 18, इनफेन्ट्री डिविजन, 56, एपीओ, कोटा आर्मी(राज.) के अधीन ऑफिसर्स अल्फा मैस, कोटा में दि.06/011/1996 से गार्डनर (माली) के पद पर निरन्तर कार्य करता आ रहा था, उसे 1600/-रु. प्रतिमाह वेतन दिया जाता था और उसने हर 12 कलैण्डर माह में 240 दिन से अधिक कार्य कर लिया था तथापि उसे अधिनियम की धारा 25-एफ की पालना में बिना नोटिस अथवा नोटिस वेतन व मुआवजा दिये दि.23/12/2006 से मौखिक आदेश से हटा दिया गया। प्रार्थी ने वकील के माध्यम से एक विधिक नोटिस दिनांकित 05/12/2007 का जर्ने रजि.डाक एडी से अप्रार्थी को भेजकर नौकरी पर लिये जाने की मांग की, किन्तु उसे ना तो कोई उत्तर दिया गया व ना ही नौकरी पर लिया गया। प्रार्थी को उसका बकाया वेतन दि.01/12/2006 से 22/12/2006 तक का 1354/-रु. भी अदा नहीं किया गया जोकि वह प्राप्त करने का अधिकारी है। प्रार्थी को अप्रार्थी द्वारा समय-समय पर किये गये भुगतान की रसीद भी प्राप्त की जाती रही हैं तथा दि.02/03/2006 को अप्रार्थी द्वारा 1600/-रु. माली चार्ज का माह फरवरी, 2006 का मैस ऑफिस द्वारा दिया गया है। एक प्रमाण-पत्र दिनांकित 12/06/99 का भी अप्रार्थी द्वारा जारी किया गया जिसमें अंकित है कि प्रार्थी दि.08/11/96 से गार्डनर के पद पर नियुक्त है। इसी प्रकार एक रसीद दिनांकित 06/10/97 की प्रार्थी ने 1200/-रु. प्राप्ति की अप्रार्थी को दी है। प्रार्थी ने अप्रार्थी के यहाँ अप्रैल, 2004 से मार्च, 2005 तथा जुलाई व अगस्त, 2005 में भी काम किया था जिसकी उपस्थिति अप्रार्थी के यहाँ उनके ऑफिस में दर्ज है जो मूल दस्तावेज अप्रार्थी के कब्जे में हैं। इस प्रकार प्रार्थी ने 240 दिन से ज्यादा नौकरी की है और वह स्थायी नियुक्ति पाने का अधिकारी हो गया था। प्रार्थी ने अपना विवाद सहायक श्रम आयुक्त(केन्द्रीय) कोटा के यहाँ प्रस्तुत किया जो बाद असफल वार्ता समुचित सरकार के माध्यम से इस न्यायाधिकरण को अधिनिर्णयार्थ प्राप्त हुआ। अन्त में प्रार्थना की गयी है कि उसे उक्त प्रकार से सेवा से हटाया जाना अनुचित व अवैध घोषित करते हुए सेवा पृथक तिथि 23/12/2006 से ही पिछले सम्पूर्ण बकाया वेतन व सेवा लाभों सहित गार्डनर की नौकरी पर बहाली का अनुतोष प्रदान किया जावे।

3. अप्रार्थी नियोजक की ओर से उक्त क्लेम का जवाब प्रस्तुत कर प्रारम्भिक आपत्तियों में कथन किया गया है कि प्रथमतः प्रार्थी का विवाद, अप्रार्थी के विरुद्ध चलने योग्य नहीं है क्योंकि अप्रार्थी का कार्य देश की रक्षा करने का पब्लिक वेलफेयर ऑफ दी स्टेट एवं सोवरन प्रकृति का है, ना कि किसी व्यापारिक अथवा उत्पादन गतिविधि सम्पादित करके कोई लाभ अर्जन करने का, इस कारण अप्रार्थी अधिनियमान्तर्गत "उद्योग" की परिभाषा में नहीं आता है और ना प्रार्थी अथवा अप्रार्थी पर अधिनियम के कोई प्रावधान लागू होते हैं। अप्रार्थी के यहाँ अधिकारीगण जो परिवार के साथ नहीं रहते, उनके भोजन के लिए एक "अल्फा मैस" आंशिक रूप से सेल्फ कंटीन्यूटरी आधार पर चलाया जाता है जिसमें कोई गार्डनर/माली का पद स्वीकृत नहीं है और ना ही अप्रार्थी अथवा उसके अधीन किसी अधिकृत अधिकारी द्वारा किसी को गार्डनर नियुक्त किया गया है। प्रार्थी ने कानूनानुसार वांछित 240 दिवस कार्य नहीं किया है, ऐसे में अप्रार्थी द्वारा उसे कोई नोटिस, क्षतिपूर्ति आदि दिये जाने का कोई प्रश्न ही उत्पन्न नहीं होता। प्रार्थी द्वारा अल्फा मैस सेक्रेटरी को सम्बोधित नोटिस दिनांकित 05/12/07 प्राप्त हुआ था जिसका कोई जवाब दिया जाना आवश्यक नहीं था। कथन किया है कि अधिकारियों द्वारा अल्फा मैस के पास उपलब्ध जमीन पर बैठने के लिए अपने स्तर पर घाँस का लोन बनवा लिया गया था जिसे विकसित करने की व्यवस्था इन अधिकारियों ने स्वयं के स्तर पर ही की थी और जब माली के काम की आवश्यकता होती थी तो उस कार्य के बदले वह माली अपनी मजदूरी उन अधिकारियों से प्राप्त कर लेता था। किसी एक माली ने अथवा प्रार्थी ने लगातार माली का कार्य नहीं किया, ना दि.23/12/06 के पूर्व के कलैण्डर वर्ष में 240 दिन का कार्य किया तथा सैनिक अधिकारीकरण द्वारा माली को मासिक दर से कभी भुगतान नहीं किया गया बल्कि उसके कार्यदिवसों की प्रतिदिन की मजदूरी के हिसाब से इकट्ठा जोड़कर अधिकारीगण द्वारा व्यक्तिगत रूप से भुगतान किया गया। कथन किया है कि प्रार्थी ने अल्फा मैस के लॉन पर कभी कोई कार्य किया तथा जब आवश्यकता हुई तभी

किया और आवश्यकता नहीं रहने पर उसने स्वयं ने कार्य पर आना बन्द कर दिया। प्रार्थी की उपस्थिति अप्रार्थी के यहाँ ऑफिस में होने का तथ्य सरासर गलत है क्योंकि ऐसा कोई उपस्थिति रिकार्ड अप्रार्थी के पास उपलब्ध होने का प्रश्न ही उत्पन्न नहीं होता। अन्त में प्रार्थना की गयी है कि प्रार्थी का क्लेम निराधार तथ्यों का होने से सत्य खारिज किया जावे।

4. साक्ष्य में स्वयं प्रार्थी लक्ष्मीनारायण तथा अप्रार्थी साक्षीगण सूबेदार गुरुप्रीत सिंह व सूबेदार जोगेन्द्र सिंह के शपथ-पत्र प्रस्तुत हुए जिनसे एक-दूसरे पक्ष द्वारा जिरह की गयी। उभयपक्ष की ओर से दस्तावेजी साक्ष्य भी प्रस्तुत की गयी जिसका यथासमय उल्लेख किया जावेगा।

5. उभयपक्ष के प्रतिनिधिगण की बहस सुनी गयी, उनकी ओर से लिखित बहस भी प्रस्तुत की गयी, जिसका तथा पत्रावली पर उपलब्ध साक्ष्य व सामग्री का ध्यानपूर्वक परिशीलन किया गया। प्रार्थी पक्ष की ओर से अपनी बहस समर्थन में न्यायिक दृष्टांत महर्षि दयानन्द सरस्वती यूनिवर्सिटी, अजमेर बनाम जज लेबर कोर्ट एवं इण्ड. ट्रिब्यूनल, अजमेर एवं अन्य-1998(3) डबल्यूएलसी(राज.) 459, सन्नी बनाम म्यूनिसिपल बोर्ड, सिरोंही-आरएलडबल्यू 1989(2) पृष्ठ 336, स्टेट ऑफ राज. एवं अन्य बनाम जैसा राम एवं अन्य-आरएलडबल्यू 1999(2) पृष्ठ 916, सुशील कुमार माथुर बनाम स्टेट ऑफ राज. एवं अन्य- आरएलडबल्यू 2000(3) पृष्ठ 1896, गेरीसन इंजीनियर एमईएस बनाम सेन्ट्रल इण्ड. ट्रिब्यूनल, जयपुर एवं अन्य- आरएलडबल्यू 1992(1) पृष्ठ 223 तथा गेरीसन इंजीनियर एमईएस बनाम सेन्ट्रल इण्ड. ट्रिब्यूनल, जयपुर एवं अन्य- आरएलडबल्यू 1992(1) पृष्ठ 216 प्रस्तुत किये गये हैं, जबकि अप्रार्थी प्रतिनिधि की ओर से न्यायिक दृष्टांत **Executive Engineer(State of Karnataka) Vs K. Somasetty & Ors.-(1977) 5 SCC 434, Ranip Nagar Palika Vs Babuji Ghabahaji Thakore & Ors.-IX(2007) SLT 805 (SC), Chairman Municipal Board & Ans. Vs Mahavir Prasad & Anr.-2007(3) RLW 1999, Garrison Engineer MES Vs. Central Ind. Tribunal Jaipur & Ans.-1992 (1) RLW 223, Chief Engineer Ranjit Sagar Dam & Anr. Vs. Sham Lal** प्रस्तुत किये गये हैं जिनका ससम्मान अध्ययन कर मार्गदर्शन प्राप्त किया गया।

6. इस प्रकरण में प्रार्थी ने अप्रार्थी के अधीन अल्फा मैस कोटा में गार्डनर के पद पर कार्यरत बताते हुए स्टेटमेंट ऑफ क्लेम में तथ्य वर्णित किए हैं, जबकि अप्रार्थी की ओर से प्रार्थी के उक्त कथन का खण्डन किया गया है और यह प्रारंभिक आपत्ति ली गई है कि अप्रार्थी औद्योगिक विवाद अधिनियम में परिभाषित उद्योग की पारिभाषा में नहीं आता है। अप्रार्थी द्वारा ली गई उक्त आपत्ति का सर्वप्रथम निस्तारण किया जाना न्यायोचित प्रतीत होता है। उक्त तर्कों के संबंध में पक्षकारों के प्रतिनिधिगण की बहस सुनी गयी, पत्रावली एवं बिंदु पर प्रासंगिक कानून का अवलोकन किया, पत्रावली के अवलोकन से यह प्रकट हो रहा है कि इस प्रकरण में प्रार्थी ने जनरल ऑफिसर कामाण्डिंग, हैड क्वार्टर, 18-इनफैंट्री डिवीजन कोटा द्वारा 56 ए.पी.ओ. को भी विपक्षी/अप्रार्थी बनाया है और अप्रार्थी के विरुद्ध ही अनुतोष चाहा है। निश्चित रूप से अप्रार्थी भारतीय सेना का वरिष्ठ अधिकारी है जिसका कार्य देश की रक्षा करना है और जो कि राज्य की सम्प्रभुत्व प्रकृति (Sovereign function of State) का है, अप्रार्थी किसी प्रकार की व्यापारिक अथवा उत्पादन की गतिविधि संपादित नहीं करता है, ना ही कोई लाभ अर्जित करता है, अतः ऐसी स्थिति में मेरे विनम्र मत में अप्रार्थी, औ. वि. अधिनियम में परिभाषित उद्योग की पारिभाषा में नहीं आएगा।

7. यहां इस तथ्य को भी दृष्टिगत रखा जाना उचित होगा की भारत सरकार द्वारा यह रेफ्रेन्स इस अधिकरण को प्रेषित किया गया है और जिसके संबंध में प्रार्थी पक्ष की ओर से अपने कथनों के समर्थन में स्टेटमेंट ऑफ क्लेम और अप्रार्थी द्वारा प्रार्थी के कथनों का खण्डन करते हुए जवाब प्रस्तुत किया गया है और उक्त रेफ्रेन्स के अनुसार प्रकरण में यह अवधारणी प्रश्न है कि क्या प्रार्थी को अप्रार्थी द्वारा दिनांक 23/12/2006 से नौकरी से हटाना वैध एवं उचित है? जिसके संबंध में प्रार्थी ने अपने स्टेटमेंट ऑफ क्लेम में यह वर्णित किया है कि वह अप्रार्थी के अधीन अल्फा ओफिसर्स मैस, कोटा में दिनांक 06/11/1996 से गार्डनर के पद पर कार्यरत था। प्रार्थी के उक्त कथनों का अप्रार्थी की ओर से जवाब प्रस्तुत कर खण्डन किया गया है और यह स्पष्ट किया गया है कि अल्फा मैस स्वयं सहभागिता के आधार पर चलाया जाता है, वहाँ पर ना तो गार्डनर का पद स्वीकृत है और ना अप्रार्थी द्वारा अथवा अप्रार्थी के अधीन किसी अधिकृत अधिकारी द्वारा कभी किसी गार्डनर को नियुक्त किया गया है। इस प्रकार प्रार्थी ने अपने क्लेम में तो सन् 1996 से अप्रार्थी के यहाँ गार्डनर के पद पर कार्यरत होने का तथ्य बताया है, लेकिन इस सम्बन्ध में कोई साक्ष्य प्रस्तुत नहीं की गयी है जिससे कि उसके कथनों को कोई बल मिलता हो। प्रार्थी ने ना तो अपने स्टेटमेंट ऑफ क्लेम में, ना ही अपनी साक्ष्य में प्रस्तुत शपथ-पत्र में यह तथ्य बताये हैं कि उसको किसके द्वारा अल्फा मैस में किस प्रकार नियोजित किया गया। यहाँ इस तथ्य को भी दृष्टिगत रखा जाना उचित होगा कि प्रार्थी ने अपने आपको मिलेट्री में कार्य करने का अभिकथन किया है, जबकि मिलेट्री हमारे देश का एक महत्वपूर्ण विभाग है जिसके सम्बन्ध में यही अवधारणा ली जायेगी कि यदि प्रार्थी को उक्त विभाग में किसी काम के लिए रखा गया था तो उसके सम्बन्ध में उसे कोई न कोई दस्तावेज अथवा पत्र/आदेश अप्रार्थी की ओर से अवश्य ही दिया जाता, क्योंकि यह विभाग एक सामान्य विभाग नहीं है और ऐसे विभाग में जो भी भर्ती की कार्यवाही होती है, वह एक विधिक प्रक्रिया अपनायी जाकर ही सम्पन्न की जाती है, लेकिन प्रार्थी की ओर से इस प्रकार के कोई तथ्य अपने शपथ-पत्र में नहीं बताये गये हैं और ना ही उसे कार्य पर रखे जाने बाबत कोई पत्र अथवा आदेश पेश किया गया है।

प्रार्थी ने अपने स्टेटमेंट ऑफ क्लेम व साक्ष्य में प्रस्तुत शपथ-पत्र में यह तथ्य भी बताये हैं कि उसे दि.23/12/2006 को अप्रार्थी के मौखिक आदेश से गार्डनर के पद पर से हटा दिया गया, जबकि उसने प्रत्येक 12 कलेंडर माह में 240 दिन का कार्य किया



है। अप्रार्थी की ओर से जवाब में उक्त कथनों का भी खण्डन किया गया है। चूँकि प्रार्थी की ओर से यह कथन किया गया है कि उसे दि.23/12/2006 से गार्डनर के पद पर अप्रार्थी के द्वारा हटा दिया गया था तो फिर दि.23/12/2006 से पूर्व के कलैण्डर वर्ष के 12 महीनों में 240 दिन कार्य करने का तथ्य उसके द्वारा ही सिद्ध किया जाना है और इस तथ्य को सिद्ध करने का दायित्व भी प्रार्थी पर ही है। प्रार्थी के उक्त कथनों के समर्थन में उसके द्वारा प्रस्तुत दस्तावेजी साक्ष्य का अवलोकन किया जावे तो यह प्रकट हो रहा है कि प्रार्थी ने स्टेटमेन्ट ऑफ क्लेम एवं शपथ-पत्र में अप्रार्थी के अधीन दि.06/11/96 से गार्डनर के पद पर कार्यरत होना तथा 1600/-रु. प्रतिमाह वेतन दिया जाना बताया है। प्रार्थी के इस कथन समर्थन में उसकी ओर से प्रस्तुत दस्तावेजात प्रदर्श डबल्यू.5 का अवलोकन किया जाय तो यह दस्तावेज एक हस्तलिपि दस्तावेज है, इस पर ना तो डिस्पेच नम्बर अंकित है और ना ही प्रार्थी ने अपने स्टेटमेन्ट ऑफ क्लेम एवं शपथ-पत्र में इस दस्तावेज के बारे में यह तथ्य बताये हैं कि यह दस्तावेज सेना के किस अधिकारी के द्वारा जारी कर उसे दिया गया है। इसी प्रकार के तथ्य प्रदर्श डबल्यू.6 व डबल्यू.7 से भी प्रकट हो रहे हैं। यहाँ इस तथ्य को भी दृष्टिगत रखा जाना उचित होगा कि प्रार्थी ने सन् 96 में उसका मासिक वेतन 1600/-रु. होना बताया है, जबकि उसके द्वारा वेतन प्राप्ति रसीद प्रदर्श डबल्यू.5 जोकि वेतन माह जून,97 की है तथा रसीद प्रदर्श डबल्यू.7 जोकि वेतन माह सितम्बर,97 की है, उन दोनों में 1200-1200 रुपये सेलेरी प्राप्त करना लिखा है। इस प्रकार जो उपरोक्त दस्तावेजी साक्ष्य प्रार्थी की ओर से पेश की गयी है उससे यह प्रकट होता है कि माह जून व सितम्बर, 97 में उसका मासिक वेतन 1200/-रु. था, जबकि उसने स्टेटमेन्ट ऑफ क्लेम व साक्ष्य में प्रस्तुत शपथ-पत्र में इसके विपरीत 1600/-रु. मासिक वेतन बताया है। इस प्रकार जो विरोधाभास प्रार्थी के शपथ बयान एवं दस्तावेजात से प्रकट हो रहा है वह एक महत्वपूर्ण विरोधाभास है और वह प्रार्थी के मामले में सन्देह पैदा करता है। अन्य जो दस्तावेज प्रार्थी द्वारा प्रस्तुत किये गये हैं, उनका अवलोकन किया जाय तो प्रदर्श डबल्यू.4 एक प्रमाण-पत्र है जिसके अवलोकन से भी यही प्रकट नहीं हो रहा है कि प्रार्थी को अल्फा मैस में गार्डनर के पद पर नियुक्त किया गया हो क्योंकि इस प्रमाण-पत्र में अल्फा मैस के सम्बन्ध में कोई तथ्य वर्णित नहीं है, ना इस पर डिस्पेच नम्बर अंकित है और ना ही इस प्रमाण-पत्र के बारे में कोई तथ्य बताये गये हैं कि यह प्रमाण-पत्र किसके द्वारा जारी करके प्रार्थी को दिया गया है। प्रदर्श डबल्यू.5 जोकि प्रार्थी ने माह जून, 97 की वेतन स्लिप बतायी है, उसका भुगतान चैक नम्बर 5639 द्वारा दिया जाना बताया है, लेकिन इस चैक के सम्बन्ध में भी प्रार्थी ने कोई तथ्य अपने स्टेटमेन्ट ऑफ क्लेम में वर्णित नहीं किये हैं व ना ही उक्त चैक को न्यायालय के समक्ष साक्ष्य में पेश किया गया है। उक्त दस्तावेजात के अलावा अन्य कोई दस्तावेज प्रार्थी द्वारा अपने द्वारा अप्रार्थी के यहाँ काम करने के सम्बन्ध में प्रस्तुत नहीं किये गये हैं। यहाँ इस तथ्य को भी ध्यान में रखना उचित होगा कि यदि अप्रार्थी, प्रार्थी को वेतन प्राप्त करने की रसीदें देता था तो विभाग द्वारा उसे हर माह उक्त प्रकार की रसीदें दी जाती, लेकिन अन्य किसी महीने की रसीद प्रार्थी द्वारा प्रस्तुत नहीं करना भी उसके कथनों को संदिग्ध बनाता है। मिलेट्री जैसे विभाग में सामान्यतः कार्यालयी-कार्य करने की एक प्रक्रिया होती है और ना केवल मिलेट्री बल्कि सभी सरकारी विभागों में उक्त प्रक्रिया का अनुसरण करके कार्य अन्जाम दिया जाना होता है। यदि प्रार्थी को वेतन भुगतान की रसीदें दी जाती रही थीं तो उसे नियमित रूप से ऐसी सभी माह के वेतन भुगतान की रसीदें दी जाती, परन्तु वर्ष 1996 से दिसम्बर, 2006 तक के शेष महीनों के सम्बन्ध में अन्य कोई रसीद प्रार्थी ने ना तो पेश की है और ना ही इसके सम्बन्ध में अपने शपथ-पत्र व क्लेम में बताया है।

8. प्रार्थी ने अपने स्टेटमेन्ट ऑफ क्लेम के मद संख्या 8 में यह तथ्य वर्णित किये हैं कि उसने माह अप्रैल, 2004 से मार्च 2005 तथा जुलाई, 2005 से अगस्त, 2005 तक अप्रार्थी के यहाँ कार्य किया था, जबकि प्रार्थी ने स्वयं को कार्य से दि.23/12/2006 को हटाया जाना अंकित किया है, किन्तु उसने अगस्त, 2005 के उपरान्त से लेकर 23/12/2006 के मध्य कार्य किये जाने का कोई विवरण अंकित नहीं किया है जिससे यही प्रकट होता है कि स्वयं प्रार्थी द्वारा अपने अभ्यावेदन में कहीं यह नहीं कहा गया है कि उसने सेवा से पृथक किये जाने की तिथि से ठीक पूर्व के 12 कलैण्डर माह अथवा कलैण्डर वर्ष में लगातार 240 दिन का कार्य कर लिया हो। प्रार्थी की ओर से साक्ष्य में प्रस्तुत अपने शपथ-पत्र के पेरा 6 में भी यह कथन किया गया है कि उसने अप्रार्थी के यहाँ दि.06/11/96 से दि. 23/12/2006 तक निरन्तर गार्डनर के रूप में सेवायें दी है और 240 दिन से भी अधिक का कार्य किया है तथा उसका जिरह में यह भी कथन रहा है कि उसने आखिरी साल 240 दिन काम किया उसकी रसीदें न्यायालय में पेश कर दी है और इसके अलावा उसके पास कोई रसीदें नहीं है, किन्तु अभिलेख पर प्रार्थी की ओर से जो रसीदें पेश की गयी हैं, उनमें एक मात्र प्रदर्श डबल्यू.6 रसीद हैं वो भी माह फरवरी, 2006 से सम्बन्धित रही है, तथा शेष रसीदें वर्ष 97 की है जोकि उसके अन्तिम कार्यावधि वर्ष के बाहर की है जोकि प्रार्थी द्वारा बतलायी गयी कार्यावधि से कोई सम्बन्ध नहीं रखती है।

प्रार्थी का जिरह में यह भी कथन रहा है कि उसकी हाजिरी प्रतिपक्षी के हाजिरी रजिस्टर में होती थी, किन्तु हाजिरी से सम्बन्धित कोई दस्तावेज न्यायालय की पत्रावली पर दस्तावेजात पेश करने के प्रक्रम पर प्रस्तुत नहीं किया गया लेकिन बहस के स्तर पर प्रार्थी द्वारा दस्तावेज रिकॉर्ड पर लेने का प्रार्थना-पत्र प्रस्तुत कर हाजिरी रजिस्टर की फोटोप्रतियां को रिकॉर्ड पर लेने की प्रार्थना की गयी और यह कथन किया है कि उक्त रजिस्टर में प्रार्थी के अप्रार्थी के यहाँ कार्य पर उपस्थिति का ब्यौरा है, पत्रावली के अवलोकन से यह प्रकट होता है कि इस प्रकरण में प्रार्थी की जिरह दिनांक 15.07.2015 को लेखबद्ध हुई है जिसमें उसने यह कथन किया है कि उसने

स्टेटमेंट क्लेम के साथ दस्तावेज पेश नहीं किए अपने शपथ पत्र के साथ पेश किए हैं इन दस्तावेजों के अलावा उसके पास कोई कागज नहीं है। हाजिरी का प्रमाण न्यायालय की पत्रावली में पेश नहीं किया है। प्रार्थी द्वारा प्रस्तुत इन हाजिरी रजिस्टर के अवलोकन से यह कहीं प्रकट नहीं हो रहा कि ये अप्रार्थी के कार्यालय का ही हाजिरी रजिस्टर रहा हो क्योंकि इस पर ना तो अप्रार्थी विभाग के कार्यालय का कहीं नाम अंकित है, और ना ही प्रार्थी के नाम के आगे “गार्डनर” जैसे पद का कोई उल्लेख है और ना ही प्रार्थी ने इस प्रकार का हाजिरी रजिस्टर उसके पास होने के बारे में कोई तथ्य अपने स्टेटमेंट ऑफ क्लेम में वर्णित किए हैं प्रार्थना पत्र के साथ प्रस्तुत किए गए उक्त दस्तावेज जिनको प्रार्थी ने हाजिरी रजिस्टर बताया है वह फोटो प्रतियां हैं जो साक्ष्य में ग्राह्य नहीं हैं और उक्त दस्तावेज के आधार पर इस स्तर पर कोई मत व्यक्त नहीं किया जा सकता है।

प्रार्थी का जिरह में यह भी कथन रहा है कि उसे रेवेन्यू टिकिट लगाकर पेमेन्ट मिलता था और रजिस्टर में साईन करके तनखाह मिलती थी, किन्तु न्यायालय अभिलेख पर ऐसा कोई भुगतान सम्बन्धी दस्तावेज भी प्रस्तुत नहीं किया गया है। इसके विपरीत अप्रार्थी की ओर से प्रस्तुत साक्षी सूबेदार गुरुप्रीत सिंह का शपथ यही कथन रहा है कि उनके यहाँ कोई गार्डनर का पद स्वीकृत नहीं रहा और ना प्रार्थी ने उनके यहाँ 23/12/2006 के पूर्व के कलैण्डर वर्ष में लगातार 240 दिन कार्य किया तथा इस साक्षी का जिरह में यह स्पष्ट कथन रहा है कि प्रार्थी को विभाग द्वारा कोई प्रमाण-पत्र नहीं दिया गया बल्कि यदि दिया भी गया होगा तो अधिकारी ने अपने स्तर पर ही व्यक्तिगत रूप से दिया होगा। जिरह में यह भी कथन रहा है कि विभाग द्वारा कोई रसीद जारी नहीं की जाती थी। अप्रार्थी के दूसरे साक्षी सूबेदार जोगेन्द्र सिंह का भी लगभग शपथ यही बयान रहा है कि अप्रार्थी कार्यालय के अधीन गार्डनर का कोई पद नहीं होता और किसी भी मैस में कोई गार्डनर का पद नहीं है। जिरह में इस साक्षी का कथन रहा है कि प्रदर्श डबल्यू.4 पर ए से बी व सी से डी जो सीलें लगी हैं, वे फर्जी हैं इनके यहाँ ऐसी कोई सीले नहीं हैं तथा प्रदर्श डबल्यू.7 पर ए से बी सील भी इनकी नहीं हैं। इसका जिरह में यह भी स्पष्ट कथन रहा है कि अल्फा मैस में कोई भी गार्डनर की पोस्ट नहीं है और इस मैस में अधिकारी अपने स्तर पर ही किसी आदमी को एक दो दिन बुलाकर काम करवा लेते हैं। इस प्रकार अप्रार्थी पक्ष की उक्त मौखिक व प्रलेखीय साक्ष्य प्रार्थी की ओर से उपलब्ध साक्ष्य की तुलना में अधिक बलवती रही है और उसका किसी प्रकार से कहीं कोई खण्डन प्रार्थी द्वारा नहीं किया गया है। प्रार्थी को वांछित अनुतोष प्राप्त करने के लिए यह प्रमाणित करना आवश्यक है कि प्रार्थी की सेवा समाप्ति 23/12/2006 से ठीक पूर्व के 12 कलैण्डर माह में उसके द्वारा अप्रार्थी के अधीन निरन्तर 240 दिन कार्य किया गया था, अर्थात् प्रार्थी द्वारा जनवरी, 1995 से दिसम्बर, 1996 तक अपने द्वारा लगातार कार्य करना प्रमाणित किया जाना है, किन्तु इस सम्बन्ध में प्रार्थी की ओर से जो साक्ष्य प्रस्तुत की गयी है, उससे उसके कथनों की किसी भी प्रकार से पुष्टि नहीं होती है और ऐसे में अप्रार्थी नियोजक द्वारा उसे सेवा से हटाये जाने से पूर्व अधिनियम के आज्ञापक किसी भी प्रावधान की पालना किया जाना आवश्यक नहीं रहा है। 240 दिवस कार्य करने के तथ्य को सिद्ध करने का भार कर्मकार पर है। कर्मकार पर 240 दिन लगातार काम करने के तथ्य को साबित करने का जो भार है, उसमें कर्मकार द्वारा केवल मात्र अपने शपथ-पत्र में यह लिख देना कि उसने 240 दिन तक लगातार काम किया, पर्याप्त नहीं होगा, अपितु उसे किसी ठोस मौखिक एवं प्रलेखीय/दस्तावेजी साक्ष्य से इस तथ्य को साबित करना होगा जिससे कि यह तथ्य सम्पुष्ट हो सके, परन्तु हस्तगत प्रकरण में पत्रावली पर उपलब्ध समस्त मौखिक एवं दस्तावेजी साक्ष्य से प्रार्थी यह तथ्य साबित करने में पूर्णतया असफल रहा है कि उसने सेवा समाप्ति दिनांक 23/12/2006 से ठीक पूर्व 12 कलैण्डर माह की अवधि में निरन्तर 240 या उससे अधिक कार्य किया है। माननीय सर्वोच्च न्यायालय द्वारा निम्नलिखित न्यायिक दृष्टांतों में इस संबंध में समय-समय पर यही सिद्धांत प्रतिपादित किया है—

**RANIP NAGAR PALIKA VS BABUJU GABHAJI THAKORE- IX(2007) SLT 805 SC** में माननीय सर्वोच्च न्यायालय द्वारा यह सिद्धांत प्रतिपादित किया है कि **LABOUR LAW- 240 days completion of service- Burden of proof lies on workman to show he worked continuously for 240 days for preceding one year - It is for workman to adduce evidence apart from examining himself to prove factum of being in employment of employer.**

**State of Gujrat vs Pratamsingh Narsinh Parmar, (2001) 9 SCC 713.** में माननीय सर्वोच्च न्यायालय द्वारा यह सिद्धांत प्रतिपादित किया है कि **In our opinion the Tribunal was not right in placing the onus of the management without first determining on the basis of cogent evidence that the respondent had worked for more than 240 days in the year preceding his termination. It was the case of the claimant that he had so worked but this claim was denied by the appeallant. It was then for the claimant to lead evidence to show that he had in fact preceded his termination. Filling of an affidavit is only his own statement in his favour and that cannot be regarded as sufficient evidence for any Court or Tribunal to come to the conclusion that**



a workman had, in fact, worked for 240 days in a year. No Proof of receipt of salary or wages for 240 days or order or record of appointment or engagement for this period was produced by the workman. on this ground alone, the award is liable to be set aside.

**Rajasthan State Ganganagar Sugar Mills Ltd. Vs State of Rajasthan and Anr. v(2004) LST 686=2004(8)SCC161, (पैरा 6)** में माननीय सर्वोच्च न्यायालय द्वारा यह सिद्धांत प्रतिपादित किया है कि It was the case of the workman that he had worked for more than 240 days in the year concerned. This claim was denied by the appellant. It was for the claimant to lead evidence to show that he had in fact worked up to 240 days in the year preceding his termination. He has filed an affidavit. It is only his own statement which is in his favour and that cannot be regarded as sufficient evidence for any Court or Tribunal to come to the conclusion that in fact the claimant had worked for 240 days in a year. These aspects were highlighted in **Range Forest Officer vs S.T. Hadimani, 2002 (3) SCC 25**. No Proof of receipt of salary or wages for 240 days or order or record in that regard was produced. Mere Non-production of the muster roll for a particular period was not sufficient for the Labour Court to hold that the workman had worked for 240 days as claimed.

**Manager Reserve Bank of India Baglore Vs S. Mani and Others 2005 (5) SCC page 100** में माननीय सर्वोच्च न्यायालय द्वारा यह सिद्धांत प्रतिपादित किया है कि The Initial burden of proof was on the workman to show that he had completed 240 days of service. Tribunal's view that the burden was on the employer was held to be erroneous.

**R.M. Yellatti Vs the Asst. Executive Engineer (2006 (1) SCC 1006) 2005 AIR SCW 6103** में माननीय सर्वोच्च न्यायालय द्वारा यह सिद्धांत प्रतिपादित किया है कि "Analysing the above decisions of this court, it is clear that the provisions of the Evidence Act. in terms do not apply to the proceedings under section 10 of the Industrial Disputes Act. However, applying general principles and on reading the aforesaid judgements we find that this court has repeatedly taken the view that the burden of proof is on the claimant to show that he had worked for 240 days in a given year. This burden is discharged only upon the workman stepping in the witness workman adducing cogent evidence, both oral and documentary. In cases of termination of services of daily waged earner, there will be no letter of appointment or termination. There will also be no receipt or proof of payment. Thus in most cases, the workman (claimant) can only call upon the employer to produce before the court the nominal muster roll for the given period, the letter of appointment or termination, if any, the wage register, the attendance register etc. Drawing of adverse inference ultimately would depend thereafter on facts of each case. The above decisions however make it clear that mere affidavits or self-serving statements made by the claimant/workman will not suffice in the matter of discharge of the burden placed by law on the workman to prove that he had worked for 240 days in a given year. The above judgements further lay down that mere non-production of muster rolls per se without any plea of suppression by the claimant workman will not be the ground for the tribunal to draw an adverse inference against the management. Lastly, the above judgements lay down the basic principle, namely, that the High Court under Article 226 of the Constitution will not interfere with the concurrent findings of fact recorded by the labour court unless they are perverse. This exercise will depend upon facts of each case."

9. प्रार्थी पक्ष की ओर से प्रस्तुत न्यायिक दृष्टांतों का ससम्मान अवलोकन कर मार्ग दर्शन प्राप्त किया, उनमें प्रतिपादित सिद्धांतों से मैं पूर्णरूपेण सहमत हूँ, किन्तु प्रकरण के तथ्य एवं परिस्थितियाँ भिन्न होने से प्रार्थी उनमें प्रतिपादित सिद्धांतों का लाभ प्राप्त करने का अधिकारी नहीं है और उपरोक्त विवेचन एवं विश्लेषण के परिप्रेक्ष्य में प्रार्थी की ओर से जो तर्क दिए गए हैं वह माने जाने योग्य नहीं हैं।

10. निष्कर्षतः उपरोक्त विवेचन व विश्लेषण के आधार पर प्रार्थी अपनी साक्ष्य से यह सिद्ध कर पाने में असफल रहा है कि उसने अप्रार्थी नियोजक के यहाँ सेवा समाप्ति तिथि 23/12/2006 से ठीक पूर्व के एक कलैण्डर वर्ष, अर्थात् 12 कलैण्डर माह में निरन्तर 240 दिन कार्य किया है। अतः प्रार्थी श्रमिक अधिनियमान्तर्गत कोई संरक्षण प्राप्त नहीं होने से अप्रार्थी नियोजक से किसी प्रकार का कोई अनुतोष प्राप्त करने का अधिकारी घोषित होने योग्य नहीं है और यह निर्देश/रेफ्रेन्स भी इसी अनुरूप उत्तरित होने योग्य है।

परिणामतः राजस्थान सरकार, श्रम विभाग द्वारा अपनी प्रासांगिक अधिसूचना दि.09/05/2011 के जरिये सम्प्रेषित निर्देश/विवाद को इसी अनुरूप उत्तरित किया जाता है कि चूँकि प्रार्थी श्रमिक लक्ष्मीनारायण यह सिद्ध कर पाने में असफल रहा है कि उसने अप्रार्थी जनरल ऑफिसर कमाण्डिंग हेड क्वार्टर्स, 18 इन्फेन्ट्री डिविजन, अल्फा मैस, 56, एपीओ, कोटा के यहाँ अपनी सेवा समाप्ति तिथि 23/12/2006 से ठीक पूर्व के एक कलैण्डर वर्ष, अर्थात् 12 कलैण्डर माह में निरन्तर 240 दिन गार्डनर के पद पर कार्य किया है, ऐसी स्थिति में प्रार्थी, अप्रार्थी नियोजक से किसी प्रकार का कोई अनुतोष प्राप्त करने का अधिकारी नहीं है।

महेश पुनेठा, न्यायाधीश

औद्योगिक न्यायाधिकरण (केन्द्रीय), कोटा (राज.)

नई दिल्ली, 21 अप्रैल, 2023

**का.आ. 657.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार इलाकई देहाती बैंक के प्रबंधन, संबद्ध नियोजक और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, चंडीगढ़ -I के पंचाट (33/2017) प्रकाशित करती है।

[सं. एल-12011/34/2017-आई आर (बी-1)]

सलोनी, उप निदेशक

New Delhi, the 21th April, 2023

**S.O. 657.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.33/2017) of the Cent.Govt.Indus.Tribunal-cum-Labour Court Chandigarh-I as shown in the Annexure, in the industrial dispute between the management of Ellaquai Dehati Bank and their workmen.

[No. L-12011/34/2017-IR(B-I)]

SALONI, Dy. Director

#### ANNEXURE

**In the Central Government Industrial Tribunal-cum-Labour Court-I, Chandigarh.**

**Present: Sh. J.K. Tripathi, Presiding Officer.**

ID No.33/2017

General Secretary, Ellaquai Dehati Bank Employees' Union C/o House No.8, Near Kabir Chowk, Sec-1, Durga Nagar, Jammu(J&K).

.....Workmen/Union

#### VERSUS

1. The Chairman, Ellaquai Dehati Bank, Head Office, Sir Syed Market, Wazir Bagh, Srinagar(J&K).
2. The Senior Manager, Per & HRD Ellaquai Dehati Bank, Head Office, Sir Syed Market, Wazir Bagh, Srinagar-190001, for information Ellaquai Dehati Bank, Regional Office, Main Chowk, Bye Pass, Kunjwani, Jammu(J&K).

.....Respondents

**AWARD****Passed on:-15.12.2022**

1. Central Government vide Notification No. L-12011/34/2017-IR(B-I) Dated 24.01.2018, under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947(hereinafter called the Act), has referred the following Industrial dispute for adjudication to this Tribunal:-

**“Whether the action of management of Ellaquai Dehati Bank represented through its Chairman in transferring the services of Shri Ashok Koul, General Secretary from Jammu to Udhampur w.e.f. 03.12.2016 is justified or not? If not, to what relief workman is entitled to and from which date?”**

1. Both the parties were put to notice and Workmen/Union filed their statement of claim with the averments that Ellaquai Dehati Bank Employees' Union is a registered Trade Union in Ellaquai Dehati Bank J&K, representing almost 100 percent of the workmen in the Bank. The transfer of the workmen employees of the Bank is regulated by a Transfer Policy, evolved and framed after a due process of consultations between the management of the Bank and among others with the Employees' Union as well. The Policy so framed in 2005(Annexure 1) provided for exemption of the two principal office bearers of the Union from the provisions of the Transfer Policy remained in force till April 2016. The General Secretary of the Employees' Union being one of the principal office bearers has been and is exempted from the provisions of the Transfer Policy as settled. The NABARD in terms of their Circular No.213/IDD/-12/2013 bearing No.NB.IDD/RRB(HR)900/316(JCC-SC)2015-16 dated 9<sup>th</sup> October, 2015 advised all the RRBs in the country to evolve/frame a Transfer Policy for Officers and employees in consultation with their respective Sponsor Banks and Representatives of Officers/Association/Employees Unions(Annexure 2). In pursuance to the above directions, the General Secretary of the Employees Union was called for discussions to Srinagar Head Office of the Bank from Jammu on 1<sup>st</sup> February, 2016, vide Bank's letter No.EDB/HRD/642/MAM/20742015-16 dated 22/01/2016 to frame/evolve a revised Transfer Policy in Ellaquai Dehati Bank(Annexure 3). The Policy of 2016 of 2016 came to be substituted with a more clarity and for adoption by all RRBs in the same manner. This Policy was adopted by Ellaquai Dehati Bank vide Circular No.04 of 2017 dated 01/02/2017 retrospectively from 01/01/2017(Annexure 4). The objections by the Union against the Order of Transfer as placed before the management were rejected. It was advised vide Bank's letter No.EDB/ROJ/1119/2016-17 dated 15.12.2016 that the General Secretary of the Union should carry out the activities of his office by taking advantage of the “modern communication systems”. The Bank's stand was not accepted by the Union and communicated to them vide letter No.GS/J&K/27-2016-17 dated 16<sup>th</sup> December, 2016(Annexure 5). The contention as contained in Bank's letter no.EDB/Camp/JMU/HRD/01/2017-18 dated 26.05.2017 was an attempt to conceal the facts and therefore contested by the petitioner union and placed before the RLC(C) Jammu vide letter no.GS/J&K/18/2017-18 dated 02.06.2017(Annexure 6). He was served with a charge sheet vide No.EDB/276/HRD/201/2016-17 dated 20.04.2017 for his support to an agitation launched by Officers' Association in the Bank stated to have declared illegal by the management without any legal basis/support(Annexure 7). A copy of Termination Order No.EDB/691/HRD/472/2017-18 dated 04.08.2017 and the Circular Special Letter No.18 of 2017 dated 05.08.2017 are attached as Annexure 8. The petitioner made submissions before the Bank vide his application dated 09.08.2017 which also failed to evoke any consideration(Annexure 9). The impugned order of 04.08.2017 was withdrawn by the Bank before the Hon'ble Court on 13.09.2017 vide letter No.EDB/894/HRD/630/2017-18 dated 07.09.2017(Annexure 10). The petitioner reported again for duties at Jammu Regional Office on 15.09.2017. His personal reporting was not accepted forcing him to send a copy by speed post with a copy to the Chairman of the Bank(Annexure 11). The action of the Chairman of the Bank in the matter of transfer of Shri Ashok Koul, the General Secretary of the Union is totally unjustified and may be set aside. Shri Koul may kindly be ordered to be treated on duty from 04.12.2016 with full back wages with the entitlement to all other service benefits accrued to him during the said period.

2. Respondent/Management has filed written statement to the claim petition filed by the Union, alleging therein that the petitioner who continues to be absent unauthorized w.e.f. 03.12.2016 i.e. ever since his transfer to Udhampur has not bothered to report for duties till date is not entitled to any relief, much less the relief claimed in the present petition. Shri Ashok Kumar Kaul, General Secretary, Ellaquai Dehati Bank Employees Union had remained posted at Ellaquai Dehati Bank, Regional Office 3, Jammu from last sixteen years i.e. since the year 2000 and has been transferred by the respondent from Jammu to Udhampur on 03.12.2016 vide letter No. EDB/ROJ/PER/1068/2016-17 dated 03.12.2016 as per the norms of transfer policy which was in vogue in the bank from 01.05.2016(Annexure 2). After reviewing the existing transfer policy of 2005 the new transfer policy was circulated on 29.04.2016 and made effect from 01.05.2016 in the bank was framed in light of the NABARD circular dated 09.10.2015 wherein NABARD had instructed all Regional Rural Banks(RRBs) to frame a transfer policy on the lines of draft policy of sub-committee of Joint Consultative Committee(Annexure 3). On being unresponsive to various communications from respondent from time to time and remaining continuous unauthorized absent for more than eight months, the petitioner was treated as having voluntarily abandoned the services of the bank vide letter

no.EDB/691/HRD/472/2017-18 dated 04.08.2018 read with corrigendum no.EDB/822/HRD/576/2017-18 dated 24.08.2017 which was later withdrawn vide letter no.EDB/894/HRD/630/2017-18 dated 07.09.2017. However, without prejudice to the rights of the bank to proceed against the petitioner for gross misconduct on account of continued unauthorised absence from work place ever since the transfer order no.EDB/ROJ/PER/1068/2016-17 dated 03.12.2016(Annexure 4 and 5). The withdrawal of banks order of voluntarily abandonment of services vide letter no.EDB/894/HRD/630/2017-18 dated 07.09.2017 cannot be claimed by petitioner as withdrawal of transfer order dated 03.12.2016. His personal reporting at earlier place of posting instead of transferee branch makes no sense and was out rightly rejected by the bank while advising him to report at transferee branch(Annexure 6). The petitioner filed a writ petition in the Hon'ble High Court of J&K as SWP no.2176/2017 dated September 2017 against the Ellaquai Dehati Bank, praying for quashing the order no.EDB/ROJ/PER/1068/2016-17 dated 03.12.2016. The petitioner has not till date cared to report for his duties at the transferee branch and therefore remaining on unauthorized absence ever since 03.12.2016 till date which established beyond doubt the gross misconduct of his rendering him liable for consequences under rules(Annexure 7). It is therefore, respectfully prayed that keeping in view of the submissions made herein above and those to be urged at the time of hearing the Hon'ble Tribunal-cum-Labour Court may kindly be pleased to reject the petition of the claimant with exemplary costs.

3. The claimant has filed rejoinder to the written statement filed by the management, alleging therein that respondents have tried to make out the defence of their case on the premise that Shri Koul continued to be elected ad hold the office of the General Secretary of the petitioner-Union for a considerable long time and which would disentitle him for the protection. Workmen-union had to be protected against the transfer since 2000 in Jammu at the request of the Union as per the Transfer Policy provisions and the Union cannot be denied the protection for its office bearers as provided in the Transfer Policy. The petitioner has already placed a copy of communication from the Bank before the Hon'ble Tribunal which evidences their participation in the consultative process to evolve and formulate the policy. The remaining facts are same as alleged in the claim statement hence, need not to be repeated again.

4. Parties were given opportunity to lead evidence. In support of his claim, workman has examined himself as WW1 and filed his affidavit in evidence as Ex.WW1/A and has been cross-examined by the AR of management.

5. On 08.12.2022 during the pendency of the proceedings before this Tribunal, Sh. Ashok Koul, General Secretary of the Union has filed an application, requesting for closure of the case, alleging therein that the industrial dispute between Sh. Ashok Kumar Koul, then General Secretary, Ellaquai Dehati Bank Employees' Union, J&K and Ellaquai Dehati Bank, Head Office, Srinagar stands settled between the parties and the same may kindly be treated as closed. Since a settlement has been arrived at between the parties, there is no need to proceed with the matter further.

6. It is now well settled position in law that any settlement arrived at between the parties is legally binding upon both the parties in terms of the provisions of Section 18 of the Industrial Disputes Act, 1947.

7. In view of the application moved by Sh. Ashok Koul, General Secretary of the Union, the present reference made by the Ministry is dismissed as settled. The application moved by Sh. Ashok Koul, General Secretary of the Union shall remain the integral part of the Award.

8. Let copy of the award be sent to the Central Government for publication of the same as required under Section 17(2) of the Act.

J. K. TRIPATHI, Presiding Officer

नई दिल्ली, 24 अप्रैल, 2023

**का.आ. 658.**—औद्योगिक विवाद अधिनियम 1947, (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बैंक ऑफ़ इंडिया के प्रबंधन, संबंधित नियोजको और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं 2 दिल्ली के पंचाट (52/2012) प्रकाशित करती है।

[सं. एल-12012/27/2011-आई आर (बी-II)]

सलोनी, उप निदेशक

New Delhi, the 24th April, 2023

**S.O. 658.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.52/2012) of the Cent.Govt.Indus.Tribunal-cum-Labour Court No -2 Delhi as shown in the Annexure, in the industrial dispute between the management of Bank of India and their workmen.

[No. L-12012/27/2011- IR(B-II)]

SALONI, Dy. Director

**ANNEXURE**

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, NEW DELHI.

Present:

Smt. Pranita Mohanty,  
Presiding Officer, C.G.I.T.-Cum-Labour  
Court-II, New Delhi.

**INDUSTRIAL DISPUTE CASE NO. 52/2012****Date of Passing Award- 15<sup>th</sup> March, 2023.**

Between:

Sh Khem Chand, S/o Sh. Bihari Lal  
2/1390, Budh Vihar, Avas Vikas Colony,  
Moradabad, Uttar Pradesh,

Claimant

**VERSUS**

1. Deputy General Manager,  
Bank of India, Regional Office,  
B-32, Sector-62, Noida,  
Uttar Pradesh  
2. Regional Manager,  
Bank of India, Regional Officer,  
B-32, Sector-62, Noida  
Uttar Pradesh,

Managements

Appearances:-

Sh. S.P Sexena, Ld. A/R for the workman.  
Sh. Rajat Arora, Ld. A/R for the Mgt.

**AWARD**

The Government of India in Ministry of Labour & Employment has referred the present dispute existing between employer i.e. the management of (i) Deputy General Manager, Bank of India, Regional Office, (ii) Regional Manager, Bank of India, Regional Officer, and its workman/claimant herein, under clause (d) of sub section (1) and sub section (2A) of section 10 of the Industrial Dispute Act 1947 vide letter No. L-12012/27/2011(IR(B-II) dated 18/01/2012 to this tribunal for adjudication to the following effect’;

“Whether the action of management of Bank of India in imposing the punishment of compulsory retirement upon Shri Khem Chand, Ex-Clerk vide Order dated 22.02.2010 is illegal and unjustified. What relief the concerned workman is entitled to?”

The claimant in his claim statement has stated that on 21.02.1977, he was appointed as a sub staff and on 15.10 1984, he was promoted to the post of clerk. On 24.02.2009, when he was working in the Branch of the Bank at Pratap Vihar Ghaziabad, on some false allegations, he was placed under suspension and on 22.02.2010, a charge sheet containing several false charges was served on him. Pursuant there to, the domestic inquiry was held and the inquiry officer found some charges proved, some partially proved and some others not proved. The disciplinary authority, on the report of the inquiry found the claimant guilty of misconduct and imposed a major penalty in form of compulsory retirement from service. This punishment was imposed on the basis of an illegal inquiry in which principles of natural justice were violated. More over the punishment of compulsory retirement was passed just four days before his date of superannuation. Being aggrieved, the appeal preferred to the departmental appellate authority was rejected too by order dt 22.02.2010. being aggrieved the claimant raised the Industrial Dispute and the appropriate Govt. referred the matter for adjudication on the point of legality and justification of the punishment imposed on the claimant.

The management Bank being noticed appeared and filed written statement admitting that the claimant was the employee of the Bank and domestic inquiry was held against him for the charge of misconduct and the inquiry officer found three out of the seven charges fully proved, two partially proved and two not proved. The allegation



against the claimant was that, he, by misusing his position had assisted another staff of the Bank in making illegal and un authorized transaction in respect of the accounts of the customers and eventually made illegal withdrawals from the accounts. The allegation is evident from the transactions and based upon documentary evidence. Hence appropriate punishment was imposed on him. The punishment of compulsory retirement was imposed just six days before the date of his superannuation. Hence, no harsh punishment was imposed on him. The management further pleaded that the domestic inquiry was conducted following the principles of natural justice and proper opportunity was allowed to the claimant for his defence. The allegations proved were based on documentary evidence and no in justice was meted out to the claimant. Thus the claim is not maintainable.

On the basis of the pleadings the following issues were framed by order dt 17.04.2013.

### ISSUES

1. Whether the inquiry conducted against the claimant was just fair and proper?
2. Whether the punishment of compulsory Retirement commensurate to the charge of misconduct?
3. As in terms of reference.

This Tribunal by order dt 17.04.2013, directed for hearing of issue No 1 as the preliminary issue. Both parties were called upon to adduce evidence on the fairness of the inquiry conducted against the claimant. On assessing the said evidence, by order dt 15/01/2019, it was held that the inquiry held against the claimant stands vitiated for non compliance of the principles of natural justice and the management was granted opportunity of adducing evidence and proving the charge of misconduct against the claimant. Management examined one Prem Prakash Gogia, who was the presenting officer on behalf of the Bank during the inquiry. He exhibited documents to prove the charge against the claimant and those were taken on record as Ext MW 3/1 to MW 3/116. The documents are the photocopies of Bank's record and intended to prove the alleged illegal transaction made by the claimant and another employee named Ved Prakash. The claimant did not adduce further evidence .

During course of argument the learned AR for the management Bank submitted that the allegation against the claimant is of misconduct on account of fraudulent and illegal transaction made from the accounts of the customers. At the relevant time, the claimant was the clerk cum cashier of the Bank and responsible for all the valid transactions from the account of the customer. But he, by misusing his position, assisted another employee Ved Prakash, who was a special assistant of the Bank then, and managed to withdraw amount unauthorisedly from the accounts of the customers. The illegal action of the claimant is a matter of Bank's Record and when detected, the claimant was called upon to explain the same. The explanation not being satisfactory, charge sheet was served and inquiry was held. Out of seven charges three were proved and three were partly proved. Thus he was rightly held guilty and the punishment of compulsory retirement awarded four days before his superannuation is not harsh, but commensurate the charge. He also argued that the Bank has its own reputation of maintaining the records and ledgers with accuracy. The records of the Bank maintained in regular course of business should be accepted as authentic evidence for proving the charge. He also explained that the inquiry officer died before his examination and the presenting officer has duly proved the documents which may be considered.

The learned AR for the claimant, on the contrary argued that the charge against the claimant is that he had unauthorisedly withdrawn the amount from the account of the customers, which has been denied by him. In such a situation, the customers who were the victim of the situation were the most material witnesses. The domestic inquiry, having been found vitiated by this Tribunal, the evidence, what ever was adduced during the inquiry, can not be looked in to now. The Bank being called upon to prove the charge, should have examined the account holders and should have produced the original documents of the Bank. Despite demand for the original documents, the Bank produced the photo copies without explanation, which should be rejected by the Tribunal.

Perusal of the chronologically maintained order sheet shows that the Bank by order dt 31/10/2013 was directed to file the original documents. But the same was not complied. The position of law is well settled that when the conduct of the domestic inquiry against the employee stands vitiated for what ever reason may be, the management shall adduce fresh evidence to prove the charge and can not rely upon the evidence adduced during the said inquiry. In such a situation, the Tribunal has to look in to the evidence led afresh before the Tribunal only.

In this case when the charge is of misconduct on account of unauthorized withdrawal, the duty of the Management Bank was to prove the same by at least examining the account holders. But, as admitted by the management witness, neither those account holders were produced during the inquiry nor during the present proceeding as witnesses. The photo copy of the Bank ledger, cheques and payment vouchers only prove that the Transactions were made from the accounts of the customers and at that time the claimant was the clerk cum cashier of the Bank entrusted with the duty of passing the cheques and facilitating withdrawal. This action of the claimant can not be viewed as misconduct in absence of evidence to the effect that the action was unauthorized. It is not the statement of the Management witness that the cheques used for withdrawal or any other transaction made was without



the authority of the account holder. The said aspect could have been proved by the Bank either by examining the account holder or by sending the disputed and admitted hand writings for expert examination. No such steps having been taken by the Management Bank, it can not be held considering the documents that the claimant had misconducted himself by misusing his position and facilitated unauthorized transaction from the Accounts of the Account holders. Hence it is held that the Management Bank has not succeeded in proving the charge against the claimant.

Once the charge is not proved, the legality of the action taken by the management is required to be examined. As admitted by both the parties, the inquiry officer found three out of the seven charges fully proved and two out of the same partially proved and the inquiry officer submitted his report to the disciplinary authority, who imposed the punishment of compulsory retirement on the claimant, which was again up held by the departmental appellate authority. Now that the inquiry was held vitiated and the Bank has failed to establish the charge, it prima facie appears that the action taken by the Management against the claimant was a motivated and bias action and not sustainable in the eyes of law.

The Hon'ble High Court of Bombay in the case of V B ShetyevsKismat (p) Ltd (1983)LLN,884(Bom) have held that when the inquiry is not fair and the charge is not proved, it can not be held that the misconduct is established. Thereafter the employee can not be refused re instatement.

But in this case the punishment was imposed just four days before the date of superannuation of the employee. Hence there is no scope for his reinstatement. But the punishment imposed is held to be illegal and the claimant employee is entitled to all the service benefits of retirement or superannuation. Hence ordered.

### ORDER

The reference be and the same is answered in favour of the claimant. It is held that the action of the Management Bank in imposing the punishment of compulsory Retirement on the claimant is illegal, unjustified and hereby set aside. The management Bank is directed to extend all the Retrial benefits to the claimant due on retirement on superannuation and make payment of all the financial benefits which has accrued in his favour within two months from the date of publication of the award together with a nominal interest of three percent per annum from the date of accrual and till the payment is made, failing which the amount so accrued shall carry interest @ 6% per annum from the date of accrual and till the final payment is made.

Send a copy of this award to the appropriate government for notification as required under section 17 of the ID act 1947.

The reference is accordingly answered.

Dictated & Corrected by me.

15th March, 2023

PRANITA MOHANTY, Presiding Officer

नई दिल्ली, 24 अप्रैल, 2023

**का.आ. 659.**—औद्योगिक विवाद अधिनियम 1947, (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार पंजाब नैशनल बैंक के प्रबंधतंत्र, संबद्ध नियोजको और उनके कर्मकारो के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 2 दिल्ली के पंचाट (42/2014) प्रकाशित करती है।

[सं. एल-12025/01/2023-आई आर (बी-II)-47]

सलोनी, उप निदेशक

New Delhi, the 24th April, 2023

**S.O. 659.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.42/2014) of the Cent.Govt.Indus.Tribunal-cum-Labour Court No-2 Delhi as shown in the Annexure, in the industrial dispute between the management of Punjab National Bank and heir workmen.

[No. L-12025/01/2023-IR(B-II)-47]

SALONI, Dy. Director

**ANNEXURE**

Central Government Industrial Tribunal-Cum-Labour Court-II, New Delhi.

Present:

Smt. Pranita Mohanty,  
Presiding Officer, C.G.I.T.-Cum-Labour  
Court-I, New Delhi.

**INDUSTRIAL DISPUTE CASE NO. 42/2014**

**Date of Passing Award- 20<sup>th</sup> March.,2023**

Between:

Shri. Rajender Singh,  
S/o Sh. Khacheru Ram  
R/o WZ-523,Nangall Rai,  
Delhi-110046

Workman.

**VERSUS**

The Punjab National Bank,  
Through Its Chief Master,  
Regional Office, South Delhi,  
Rajinder Bhawan, Rajinder Place,  
New Delhi-110025

Management.

Appearances:-

Sh. Harish Sharm, Ld. A/R for the Claimant.

Sh. Ajit Arora, A/R for the Management.

**AWARD**

This is an application filed u/s 2- A of the ID Act by the workman against the managements praying a direction to the managements to reinstate the workman into service with full back wages and all other consequential benefits.

This order deals with the grievance of the claimant with regard to the punishment imposed on him in the domestic inquiry which he describes as unreasonably disproportionate to the charge leveled against him.

In order to deal with the dispute and the grievance of the claimant it is necessary to set out the relevant facts as per the claim statement in detail.

The claimant was working as a peon in the management Bank since 1980. In the year 2004, he was posted as such in the branch at Naroji Nagar New Delhi. In the month of July 2004, few lockers of that branch were found broken and the valuables were stolen. On the FIR lodged by the manager of the Bank a case was registered at SarojiniNagar ps as FIR No 386/2004 u/s 406 IPC nad as Fir No 401/2004 u/s 380 IPC. When the investigation was going on, the police got information about the stolen articles being taken in a Maruti car coming from Lodhi road side towards Nizamuddin. The car was intercepted and the occupants were apprehended with huge amount of gold ornaments and cash purported to be the articles stolen from the locker of the Bank. All the three occupants of the car were apprehended and the claimant was one among them and driving the car then. He was taken to the PS, where he confessed his involvement in the breaking and theft of valuables from the locker. A major portion of the stolen articles and huge amount of cash was recovered from the possession of the claimant as led by him to discovery while in police custody, and the valuables recovered from him were later on handed over to the lawful owners. He was then arrested by police and an intimation to that effect was received by the Bank from police. The claimant workman was placed under suspension by order dt 20.10 2004. The Bank four years after the order of suspension, served the charge on the claimant and initiated domestic inquiry against him for the alleged act of misconduct. In the said domestic inquiry, the charges were found proved and the claimant being found guilty of misconduct, the punishment of 'dismissal from service without notice ' was imposed on him. The departmental appeal filed by him was also decided against him. After serving a legal demand notice, the workman raised the Industrial dispute and the effort for

conciliation since failed, he filed the application invoking the jurisdiction of the Tribunal u/s 2A of the Act. He made a prayer for setting aside the order of dismissal and re instatement in to service on the ground that the Domestic Inquiry against him was conducted in an unfair manner and principles of natural justice was violated during the inquiry.

The Respondent Bank filed the written statement denying all the allegations leveled by the claimant against the Respondent Bank. It has been stated that there was delay in initiation of the inquiry as the Bank as per the Bipartite settlement had to wait for the criminal case to be finalized. But in this case the claimant was placed under suspension in the year 2004 and was being paid subsistence allowance for doing no work as by an administrative order of the Bank, he was disallowed to enter the premises of the Bank. Though the charge for the criminal trial was framed on 18/01/2005, the trial did not progress and the Bank after waiting for a reasonable time period, proceeded with the domestic inquiry, which was conducted in a fair manner and the workman had duly participated in the same. The punishment imposed by the disciplinary Authority commensurate the charge and was confirmed by the appellate authority.

On these rival pleadings the following issues were framed.

#### ISSUES

- 1- whether the departmental inquiry conducted against the claimant was just, fair and legal, as well as it was not against the principles of natural justice. If so, it's effect.
- 2- whether the workman is entitled to reinstatement to service with full back wages and consequential benefits, if so it's effect.
- 3- whether the alleged misconduct dis entitles him for re instatement.

The issue No was ordered to be decided as the preliminary issue. After both parties adduced evidence and advanced argument, this Tribunal by order dt 05/02/2019, came to hold that the domestic inquiry against the workman was not conducted in a fare manner and thus stands vitiated. The management Bank was allowed opportunity to prove the charge against the workman.

The management Bank examined it's chief manager as MW 2, who stated to be the person acquainted with the facts of this proceeding as in the capacity of the disciplinary authority, he had imposed the punishment on the claimant, which was later confirmed by the departmental appellate authority. The witness also proved the documents as MW2/1 to MW2/5. These documents are the report of arrest of the claimant communicated by the investigating officer to the Bank, the order of the Metropolitan Magistrate of Delhi, application submitted by the Bank to the Metropolitan Magistrate for release f the recovered valuables and jewellery, the seizure list, the charge framed in the criminal proceeding against the work man etc. the witness was cross examined by the claimant. However no evidence in rebuttal was adduced y the claimant workman.

During course of argument the learned counsel for the Bank submitted that the inquiry was kept on hold as agreed in the Bipartite settlement applicable to the claimant and the Bank. Since the criminal Trial prolonged for an unreasonably long period the domestic inquiry proceeded and the charge of misconduct was duly proved. this being a case of loss of confidence on the employee the punishment was appropriately imposed. Drawing the attention to the exhibited documents and the proceeding of the departmental inquiry, he submitted that the charge has been duly proved against the claimant in this proceeding. Hence the Tribunal should not sit over the punishment imposed as if the appellate authority.

Where as the learned AR for the Management supported the order imposing punishment as proper, the claimant has described the same as extremely harsh. During course of argument it was pointed out by the AR for the claimant that for the long drawn litigation, the claimant was deprived of contesting the matter properly and now suffering for the illegal order of dismissal. Hence a lenient view may be taken in the matter for deciding the proportionality of the punishment. The counter argument by the learned AR for the Bank is that it is a case of loss of confidence. The business of the Bank thrives on the faith and confidence of the customers. The action of the claimant had visibly impacted the business of the Bank and as such he does not deserve any sympathy.

Before deciding on the proportionality of the punishment, it is to be seen if the management Bank has succeeded in proving the charge against the claimant. For this the Bank is required to adduce evidence independent of the evidence adduced during the domestic inquiry as the Domestic inquiry has been held conducted in violation of the principle of natural justice. In several decisions of the Hon'ble SC it has been held that the domestic inquiry is held to be invalid and fresh evidence is led before the Tribunal, then the Tribunal can not rely on the evidence adduced during the domestic inquiry. If the inquiry is not fair, it is to be completely ignored. In such cases it is obligatory on the part of the Industrial Tribunal to consider the material produced before it and come to a conclusion if the action taken by the Respondent is justified or not.

In this case the Chief Manager examined as MW2 has clearly stated how the allegation of theft was investigated against the claimant. The documents proved by MW 2 goes to show that the claimant while in police custody led to discovery of the valuables and jewellery stolen from the safety locker of the Bank. A huge amount of cash was also recovered from his possession during the investigation. These aspects of the investigation and framing of charge by the criminal trial court prima facie proves the complicity of the claimant with the alleged occurrence either as a thief or as a receiver of stolen property.

The evidence adduced by MW2 has remained unrebutted as the claimant after the order on preliminary issue has not adduced any evidence. The only argument advanced by the claimant is that the management should not have proceeded with the domestic inquiry when the criminal trial was in progress. To support the contention, the claimant has relied upon the judgment of the Hon'ble SC in the case of **State Bank of India vs Neelam Nag, 2016 LAB IC 4274(SC)**

Management has also placed reliance in the same judgment to argue that in the judgment the Hon'ble SC have clearly held that clause 4 of the Bipartite Agreement does not stipulate prohibition on the institution and continuation of the disciplinary proceeding for an indefinite period merely because the criminal case is pending. Hence the argument advanced by the claimant faulting the action of the management is not accepted. On the contrary, it is found that the management by adducing the oral and documentary evidence has successfully proved the charge of misconduct against the claimant and the same stood unrebutted for want of evidence by the claimant to disprove the same. When the management has successfully discharged the burden of proving the charge, the claimant has failed to discharge the onus of disproving the same.

Now, in view of the arguments advanced by the parties a finding is to be given on the proportionality of the punishment imposed on the claimant. In the case of **Muriadih Colliery VS Bihar Coalliery Kamgar Union (2005) 3 SCC 331**, The Hon'ble SC have held

“it is well-established principle in law that in a given circumstance, it is open for the Industrial Tribunal acting u/s 11-A of the I D Act 1947 to interfere with the punishment awarded in the domestic inquiry for good and valid reasons. If the tribunal decides to interfere with such punishment awarded in domestic inquiry, it should bear in mind the principle of proportionality between the gravity of the offence and stringency of the punishment.”

Whether a misconduct is severe or otherwise, depends on the facts of each particular case. In a case where the charge is about misappropriation or theft of customer's property or breach of Trust, no doubt the same is serious in nature and distinguishable from the charge of demeanor or in – subordination, as in this case. More over it is a matter of record that the claimant, during the investigation had admitted about the theft and led to discovery of huge cash and jewellery from his possession. Even though the criminal trial is yet to be concluded, the claimant is expected to explain as to how he came in to possession of the articles recovered from his possession. No explanation has been offered nor there is any evidence to believe that the charge framed in the criminal trial has been challenged in any forum by the claimant. Thus the explanation offered by the claimant during argument was found not acceptable.

In the case of **Regional Manager U.P. SRTC, Etawah & others VS Hotilal and another, 2003(3) SCC 605, referred in the later case of U.P. SRTC VS Nanhelal Kushwaha (2009) 8 SCC, 772**, the Hon'ble Apex Court have held that. “The court or Tribunal while dealing with the quantum of punishment has to record reason as to why it is felt that the punishment inflicted was not commensurate with the proved charge. A mere statement that the punishment is not proportionate would not suffice. It is not only the amount involved, but the mental set up, the type of the duty performed and similar relevant circumstances, which go into the decision making process are to be considered while deciding the proportionality of the punishment awarded. If the charged employee holds a position of trust where Honesty and Integrity are in built requirements of functioning, it would not be proper to deal with the matter leniently.”

As stated in the preceeding paragraph the allegation against the claimant was of misconduct leading to loss of faith and Trust of the customer which in turn, led to loss of confidence of the employer on the employee.

The learned AR for the management while placing reliance in the case of **M/S Firestone Tyre and Rubber Co of India vs The Management And Others** argued that the discretion vested in the Tribunal u/s 11-A should be judiciously exercised. The crux of his argument is that the punishment imposed on the claimant is appropriate to the charge and the Tribunal should not interfere.

The learned AR for the claimant on the otherhand argued on the legislative intention behind incorporation of sec 11A of the Act by placing reliance in the case of **ML Singla vs Punjab National Bank, AIR 2018 SC 4668**, submitted that in the said judgment the Hon'ble SC have held that even if the issue relating to the fairness of the inquiry is decided in favour of the employer, even then the Tribunal has to consider if the punishment commensurate the charge.

It is felt proper to observe herethat in the case of **Firestone** referred supra, the Hon'ble SC have held that after incorporation of the provision of sec 11A in the ID Act, the Tribunal in order to record a finding on the fairness of the domestic inquiry or the proportionality of the punishment, can not be confined to the materials which were available at the domestic inquiry. On the otherhand 'material on record' in the proviso to sec 11A of the ID Act must be held to refer the materials before the Tribunal. Which are (1) the evidence taken in by the parties during the domestic inquiry (2) the evidence taken before the Tribunal. But in this case no evidence has been adduced by the claimant before this Tribunal to presume that the punishment imposed is disproportionate to the charge. The evidence was adduced to prove the irregularities in conduct of the domestic inquiry, which was not found worthy of acceptance. Thus on considering the evidence adduced before this Tribunal, the one only conclusion is that the punishment imposed on the claimant for indulging in an unlawful activity of stealing valuables from the safety lockers of the customers of the Bank amounting to misconduct, is proportionate to the charge and same has been imposed for loss of confidence on the employee by the employer. Merely because the criminal case is pending for a long period, will not put him in a position for sympathy. Hence it is not felt proper to interfere and modify the punishment imposed by the disciplinary authority, in exercise of the power conferred u/s 11A of the ID Act. Hence ordered.

#### ORDER

The claim advanced by the claimant be and the same is answered against him. The charge of misconduct stands proved against the claimant. Hence, the finding of the disciplinary Authority in imposing the punishment is held proportionate to the finding of misconduct. The claimant is held not entitled to any relief.

Send a copy of this award to the appropriate government for notification as required under section 17 of the ID act 1947.

Dictated & Corrected by me.

20th March, 2023.

PRANITA MOHANTY, Presiding Officer

नई दिल्ली, 24 अप्रैल, 2023

**का.आ. 660.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार आन्ध्रा बैंक के प्रबंधतंत्र, संबद्ध नियोजको और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, चंडीगढ़-I के पंचाट (136/2014) प्रकाशित करती है।

[सं. एल-39025/01/2023-आई आर (बी-II)-07]

सलोनी, उप निदेशक

New Delhi, the 24th April, 2023

**S.O. 660.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 136/2014) of the Cent.Govt.Indus.Tribunal-cum-Labour Court Chandigarh-I as shown in the Annexure, in the industrial dispute between the management of Andhra Bank and their workmen.

[No. L-39025/01/2023- IR (B-II)-07]

SALONI, Dy. Director

#### ANNEXURE

#### CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I,

Chandigarh.

Present: Sh. J. K. Tripathi, Presiding Officer.

ID No.136/2014

Registered On:-27.02.2015

Surinder Pal, S/o Sh. Sital Dass, R/o Village & P.O. Khothran, Tehsil Banga, District S.B.S. Nagar.

.....Workman

**VERSUS**

1. Branch Manager, Andhra Bank, Kothran, Tehsil Banga, District S.B.S. Nagar.
2. Chairman-cum-Managing Director, Andhra Bank, Head Office: Hyderabad(A.P.).
3. Managing Director, Federal Security Company, Corporate Office:552, 5<sup>th</sup> Floor, Indra Prakash Building, 21, Barakhamba Road, Connaught Place, New Delhi-110001.

.....Respondents/Managements

**AWARD**

**Passed On:-07.11.2022**

1. The workman Surinder Pal has directly filed statement of claim under Section 2-A of the Industrial Disputes Act, 1947(hereinafter called the Act), with a prayer to reinstate the workman with back wages.
2. The brief facts relevant for deciding this claim petition is that the workman was employed as Security Guard at ATM in the Andhra Bank at village Kothran, Tehsil Banga, Distt. S.B.S. Nagar on 23.08.2013 and was being paid Rs.5,500/- as monthly salary. The workman was employed by the bank on the recommendations of Federal Security Company, Dayal Chamber, Ram Mohan Rai Marg(opp. Krishi Bhawan), Lucknow. The workman was interviewed by the Branch Manager and the officers of Security Company and was found fit for the post of Security Guard. On 30.04.2014 the workman was summoned by the Branch Manager, Andhra Bank and advised to not to come for duty w.e.f. the next date i.e. 01.05.2014. The workman enquired the reason of termination from the Branch Manager, he told that he cannot explain the reasons, you go and enquire the reasons from the Managing Director of the Federal Security Company. As per the rules the services of the workman cannot be terminated without any valid reasons and notice and without adhering to the provisions of the Industrial Disputes Act. The workman is totally unemployed and having no source of income. It is therefore respectfully prayed that the workman be reinstated in services of the bank as Security Guard and pay the back wages w.e.f. 01.05.2014 in the interest of justice, equity and fair play.
3. Management has not filed any written statement and was proceeded ex parte on 13.10.2015.
4. The workman/claimant has filed his affidavit in evidence as W1 along with Annexure P-1 to P-4.
5. I have heard the Ld. AR of the workman Sh. Tarun Malhotra in the absence of management and have gone through the records carefully.
6. It is submitted on behalf of the workman that he was employed as Security Guard on ATM Andhra Bank and he joined his services on 28.08.2013. In his claim the workman has admitted that he was employed by the bank on the recommendations of the Federal Security Company, Dayal Chamber, Ram Mohan Rai Marg(opp. Krishi Bhawan), Lucknow. Thus, it appears that the workman was employed by Federal Security Company to keep him as a security guard at ATM of Andhra Bank. The workman has not clearly mentioned from whom he was actually getting the wages in lieu of his work. In his affidavit in para 3 the workman has admitted that when he enquired the reason for termination from the Branch Manager he told the reasons and advised to ask to the Manager of Federal Security Company. Meaning thereby the Managing Director Federal Security Company is a necessary party to adjudicate the matter but the workman has not made the Managing Director Federal Security Company as a necessary party. In Ex.P-4 which shows that the workman endorsed to Managing Director Federal Security Company about the termination of his services as ATM Guard. This letter shows that a representation was made by the workman to the Managing Director Federal Security Service Company. The identity card was also issued by the Federal Security Company. There is no direct evidence adduced by the workman that he was appointed directly by the bank itself. There is no proof that the workman was directly paid salary by the respondent-bank. His services were appears to be temporary and outsourced through private security company. He was not the temporary employee of the respondent-bank. Therefore, there is no merit in the case of the workman and he is not entitled for any relief. As such, the workman is not liable for any relief from this Tribunal therefore, the claim petition filed by the workman is liable to be dismissed hence dismissed. File after completion be consigned in the record room.
7. Let copy of this award be sent to Central Government for publication as required under Section 17 of the ID Act, 1947.

J. K. TRIPATHI, Presiding Officer



नई दिल्ली, 24 अप्रैल, 2023

**का.आ. 661.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार यूनियन बैंक ऑफ इंडिया के प्रबंधन, संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, चंडीगढ़-I के पंचाट (37/2022) प्रकाशित करती है।

[सं. एल-39025/01/2023-आई आर (बी-II)-04]

सलोनी, उप निदेशक

New Delhi, the 24th April, 2023

**S.O. 661.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 37/2022) of the Cent.Govt.Indus.Tribunal-cum-Labour Court Chandigarh-I as shown in the Annexure, in the industrial dispute between the management of Union Bank of India and their workmen.

[No. L-39025/01/2023- IR (B-II)-04]

SALONI, Dy. Director

#### ANNEXURE

**In the Central Government Industrial Tribunal-cum-Labour Court-I,  
Chandigarh.**

**Present: Sh. J.K. Tripathi, Presiding Officer.**

ID No.37/2022

Registered on:-19.04.2022

(Direct Filing under Section 2A)

Sh. Kamaljit Singh s/o Sh. Pal Singh, H.Np.75, Village Pattran, SAS Nagar 140307

.....Workman

#### VERSUS

1. M/s Goldenary Services Head Office : 615, Sector 15 Part-1 Gurgaon 122001 (Haryana) (Immediate Employer Management No.1)
2. M/s Union Bank of India Erstwhile Andhra Bank Laundra Kharar Distt SAS Nagar (Principal Employer-Management No.2)

.....Respondents/Managements

#### AWARD

**Passed On:- 21.10.2022**

1. The workman has directly filed this claim petition under Section 2-A of the Industrial Disputes Act, 1947, in pursuance of the certificate issued by the Assistant Labour Commissioner, (Central) Chandigarh, dated 03.03.2022. The workman has filed demand notice U/s 2-A of the Industrial Disputes Act, 1947 in regard to illegal termination by the respondent with prayer for reinstate into service, with full back wages along with consequential benefit.

2. Notice has been served duly to Respondent No.1 and 2, but none has turned up to participate in proceeding. The workman Kamaljit Singh himself signed application, he has moved and requested before the Tribunal that he has received money for which claim statement was filed by him. He has not to pursue the case because, no further grievance remains. Statement of the workman also has been recorded. Workman is not interested to carry on the case.

3. Let copy of this award be sent to the Appropriate Government as required under Section 17 of the Act for publication.

J. K. TRIPATHI, Presiding Officer

नई दिल्ली, 24 अप्रैल, 2023

**का.आ. 662.**—औद्योगिक विवाद अधिनियम, 1947, (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बैंक ऑफ़ बड़ोदा के प्रबंधन, संबंधित नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, चंडीगढ़-I के पंचाट (2/2012) प्रकाशित करती है।

[सं. एल . 39025/01/2023-आई आर (बी-II)-05]

सलोनी, उप निदेशक

New Delhi, the 24th April, 2023

**S.O. 662.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.2/2012) of the Cent.Govt.Indus.Tribunal-cum-Labour Court Chandigarh-I as shown in the Annexure, in the industrial dispute between the management of Bank of Baroda and their workmen.

[No. L-39025/01/2023- IR (B-II)-05]

SALONI, Dy. Director

#### ANNEXURE

#### Central Government Industrial Tribunal-Cum-Labour Court-I, Chandigarh.

**Present: Sh. J.K. Tripathi, Presiding Officer.**

ID No.2/2012

Registered On:-05.06.2012

Sh. Hitesh Thakur, S/o Sh. Prem Singh, R/o Village Khajri, P.O. Chuku, Tehsil Padhar, District Mandi, H.P.

....Workman

#### VERSUS

1. The Assistant General Manager, Bank of Baroda, Regional Office, Chandigarh, S.C.O. 62-63, Bank Square, Sector 17-B, Chandigarh-160017.
2. The Branch Manager, Bank of Baroda, Branch Sunder Nagar, District Mandi, H.P.

.....Respondents/Managements

#### AWARD

**Passed On:-14.11.2022**

1. The workman Hitesh Thakur has directly filed statement of claim under Section 2-A of the Industrial Disputes Act, 1947(hereinafter called the Act), with a prayer to reinstate the services of the workman with full back wages, seniority in continuity of service and all other consequential service benefits.

2. The brief facts relevant for deciding this claim petition is that the services of the workman have been engaged by the respondents at Branch Sunder Nagar as Class IV as Sweeper-cum-Peon against the sanctioned post on daily wages basis @ Rs.150/- per day w.e.f. 22.09.2009 and he had continued worked in the said capacity under the supervision of respondent no.2 upto 27.09.2011. The workman discharged the duties of Sweeper-cum-Peon as per the instruction of Branch Manager and the workman did his duties honestly with the entire satisfaction of the respondents and he never given any chance of his complaint to his superior as well as to the Branch Manager but inspite of this the services of the workman have been terminated by the respondents vide verbal order dated 27.09.2011 without any show cause notice, charge-sheet neither the enquiry had been conducted against his alleged misconduct nor the one month pay in lieu of notice period and retrenchment compensation has been paid to him at the time of his unlawful termination under Section 25-F (a) and (b) of the Industrial Disputes Act, 1947 and without complying the same very termination in null, void and ab initio whereas the workman have been completed more than 240 days in each calendar years as well as last twelve calendar months from the date of his illegal termination on 27.09.2011. The Branch Sunder Nagar has been covered by the Labour Department of Himachal Pradesh under the Shop and Commercial Establishment Act, 1969 and all the Labour Laws are applicable in the bank and the workman is entitled to get the benefit of Provident Fund whereas the Employees Provident Fund Act, 1952 is applicable to the bank and the workman is entitled for such benefit from the period from 22.09.2009 and 27.09.2011. It is therefore prayed that

the workman be reinstated in service with full back wages, in continuity of service with seniority and all other consequential service benefits.

3. Management filed written statement, alleging therein that the workman was never appointed in service of the respondent-bank and had offered to intermittently work on work charge basis, pending regular appointment of candidate sponsored by the Employment Exchange. The workman was used purely on work charge basis as stop gap arrangement pending regular appointment as per the legal procedure/criteria/qualification from 22.09.2009 to 27.09.2011. The provisions of Section 25-F(a) and (b) of the Industrial Disputes Act would not apply. The workman was never appointed in the service of the respondent-bank as the Branch Manager is neither competent to recruit any person in the respondent-bank nor he appointed the workman. The recruitment to the post of Sweeper, Peon and the like are made by the respondent-bank from amongst the candidates sponsored by the Employment Exchange and that too when they fulfill the requisite qualification and the selection criteria. It is pertinent to mention that the competent authority of the respondent-bank who can appoint any person on casual/temporary basis is General Manager(HRM). Working intermittently on work charge and stop gap basis would not entail the benefits of a regular employee. It was mutually agreed between respondent no.2 and workman that the workman will be intermittently used on work charge basis as stop gap arrangement pending regular appointment of candidates sponsored by the Employment Exchange. It is therefore, respectfully prayed that the present petition being frivolous may kindly be dismissed with costs.

4. The workman has filed replication against the written statement filed by the management, alleging therein that he was appointed against the permanent post w.e.f. 22.09.2009 and had worked upto 15.03.2010. It is admitted that after 27.09.2011 and it is admitted that after 27.09.2011 Mr. Bhupinder Kumar was appointed on regular basis as Sweeper-cum-Peon in the place of workman and the services of the workman have been terminated without any written order. The workman had completed more than 240 days in each calendar years as well as last twelve calendar preceding months from the date of his alleged termination and Section 25-F(a) and (b) has been violated by the respondent and no retrenchment compensation and one month pay in lieu of notice period has been paid to the workman at the time of his retrenchment. The remaining facts alleged in the replication are same as alleged in the claim petition as such, it does not require to be reiterated again.

5. Parties have been given opportunity to lead evidence. The workman/claimant has examined himself as WW1 and filed his affidavit in evidence as W1 and has been cross-examined by the learned counsel of management.

6. The management has examined Sh. R.K. Thakur, Chief Manager as MW1, who has filed his affidavit in evidence as Ex.M1 and they have been cross-examined by the learned counsel of workman.

7. I have heard the learned AR of the workman Sh. R.K. Singh Parmar and learned counsel of the management Sh. G.S. Ahluwalia and have gone through the records carefully.

8. Before going on the merit of the case and analyzing the facts as well as evidence on record, it would be proper to mention those admitted facts between the parties. As per the allegations, it is submitted on behalf of workman that he was engaged by the respondent-bank at Branch Sunder Nagar as Class IV as Sweeper-cum-Peon against the sanctioned post on daily wages basis @ Rs.150/- per day w.e.f. 22.09.2009 and in the same capacity worked upto 27.09.2011. Though, it is denied by the management but it is admitted that the workman was engaged purely on work charge basis on stop gap arrangement. Thus, from the submission of the management it is admitted fact that the workman was working with the management as daily wagger. Thus, the relation between the workman and management as employee and employer is not established. So far as the question of violation of the provisions of Section 25-G and 25-H of the Industrial Disputes Act, 1947 is concerned, there is no violation of the provisions of the Act because as per the submission of the management, it is clear that the workman was not employed as temporary or permanent worker and as per Law laid down in the provisions of Section 25-G and 25-H priority should be given to the workman who is already on duty but there is no appointment as a temporary employee against the permanent post his services was taken purely on casual basis. No departmental recruitment was made by the bank so no question of priority in services.

9. The workman has examined himself as WW1 and has been cross-examined witness namely Sh. R.K. Thakur, Chief Manager as MW1. WW1 Sh. Hitesh Thakur in his cross-examination has admitted that:-

“It is correct that I was not issued any appointment letter by the respondent bank. It is correct that I was engaged by the management on work charged basis/stop gap arrangement against payment for the work done by me. It is correct that no letter of any nature was ever issued by the management bank in my favour. I had voluntarily contacted the bank for the sake of any work that can be given on work charge basis. It is correct that the respondent bank used my service on work charge basis intermittently. It is incorrect to suggest that during the same period while I was working for the respondent bank, I was also working on work charge basis with other local establishment.”

Thus, as per his cross-examination, the workman Hitesh Thakur has admitted that no appointment letter was issued to him by the bank and he himself approached to the bank for any work. Management has proved it that his appointment was made as a stop gap arrangement on work charge basis and no appointment was made against permanent post.

10. Learned Advocate appearing on behalf of the workman has made reliance upon the law laid down by the Hon'ble Supreme Court in the case of *Sriram Industrial Enterprises Ltd. Vs. Mahak Singh and others, SLP(Civil) Nos.16456-16460 of 2005, decided on 8<sup>th</sup> March 2007*, in which the Hon'ble Supreme Court has held that:-

*“Exclusion of the work ‘preceding’ from Section 2(g) of the U.P. Act indicate that a workman in order to be in continuous service may have worked continuously for a period of 240 days in any calendar year during his service-Workman worked for the period 1991 onwards-Findings of the Tribunal on the basis of record for the year preceding the date of termination which showed that workman had not completed 240 days-Non-production of the Attendance Registers and Muster Rolls for the year 1991 onwards by petitioner-management-The best evidence withheld-High Court held entitled to draw adverse inference-The workman had discharged their initial onus by production of the documents in their possession-High Court adopted correct approach while deciding the controversy between the parties upon correct understanding of the law as contained in Section 6(N) r/w Section 2(g) of the U.P. Act.”*

11. Reliance has been made upon the above verdict of the Hon'ble Supreme Court by the workman and vehemently argued that since the workman has confirmed his duties and given his duty more than 240 days for the management, he could not be discharged without giving notice. There is no force in the argument of the workman. The workman himself has admitted in his cross-examination that he approached to the bank for job and he was engaged as casual labour as a stop gap arrangement and daily wages was given to the workman for per day job basis. The management has adduced documents relating to payment to the workman. The evidence adduced by the workman does not fulfill the primary criteria of the employment. The Law laid down by the Hon'ble Supreme Court which has been submitted by the workman is not applicable in the case of workman.

12. On the above discussion, the workman is not succeeded to get any benefit which has been prayed by him in his claim statement. The claim statement is liable to be rejected.

13. Let copy of this award be sent to Central Government for publication as required under Section 17 of the ID Act, 1947.

J. K. TRIPATHI, Presiding Officer

नई दिल्ली, 24 अप्रैल, 2023

**का.आ. 663.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय खाद्य निगम के प्रबंधन के संबद्ध नियोजको और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय अहमदाबाद, के पंचाट (संदर्भ संख्या 61/2018) को प्रकाशित करती है, जो केन्द्रीय सरकार को 24/04/2022 को प्राप्त हुआ था।

[सं. एल. 22011/22/2016.आई.आर. (सीएम-II)]

मणिकंदन. एन, उप निदेशक

New Delhi, the 24th April, 2023

**S.O. 663.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 61/2018) of the Central Government Industrial Tribunal-cum-Labour Court Ahmedabad as shown in the Annexure, in the industrial dispute between the Management of Food Corporation of India and their workmen, received by the Central Government on 24/04/2023.

[No. L-22011/22/2016 – IR (CM-II)]

MANIKANDAN. N, Dy. Director

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, AHMEDABAD

Present....

Sunil Kumar Singh-I,

Presiding Officer, CGIT cum Labour Court,

Ahmedabad,

Dated 18<sup>th</sup> October, 2022.

**Reference: (CGITA) No. 61/2018**

1. The General Manager(Gujarat),  
Food Corporation of India, Regional Office,  
Shyamal Cross Road, Satellite,  
Ahmedabad(Gujarat).
  2. The Area Manager,  
Food Corporation of India, District Office,  
Alembic Road,  
Vadodara(Gujarat).
  3. The Regional Manager,  
Central warehousing Corporation,  
Regional Office, Mahalaxmi Char Rasta,  
Opp. Unnati Vidhyalaya, Paldi,  
Ahmedabad(Gujarat)-380007.
- V/s  
The Vice President,  
Food Corporation of India, Handling Workers Union,  
8654, Arakshan Road, Pahad Gunj,  
New Delhi-110055.

.....First Parties

.....Second Party

For the First Party : None.

For the Second Party : None.

**AWARD**

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-22011/22/2016-IR(CM-II) dated 22.06.2018 referred the dispute for adjudication to the Central Government Industrial Tribunal cum Labour Court, Ahmedabad (Gujarat) in respect of the matter specified in the Schedule:

**SCHEDULE**

“Whether the demand of FCI Handling Workers Union, Vadodara that the FCI Management should not divert the movement of foodgrains to the godown of Central Warehousing Corporation and handling of foodgrains work should be given to the FCI workers in the FCI Depot is legal, just and proper? If so, to what relief the handling workers of FCI are entitled to ?”

1. The reference was received in this Tribunal on 02.07.2018. The Ministry had directed the party raising the dispute to file the statement of claim complete with relevant documents with the Tribunal within 15 days of receipt of this order of reference as per provision made under Rule 10 (B) of Industrial Disputes (Central) Rules, 1957. This order of reference had been sent to all the parties as well as this Tribunal through registered post by the Ministry. Therefore, it is inferred that the same had been delivered to all the parties including claimants.
2. Notice Exh. 2 was issued by the Tribunal to all the parties. None responded on behalf of the parties. A period of over four years has elapsed, yet no statement of claim has been filed as directed by the Ministry.
3. It seems that either Second Party/Union is not interested to proceed further or the said dispute may no more be in existence.
4. It is therefore just & proper to pass an award considering “no dispute” between the parties. The award is passed accordingly.

Let two copies of the Award be sent to the Appropriate Government for the needful and for publication.

SUNIL KUMAR SINGH-I, Presiding Officer

नई दिल्ली, 24 अप्रैल, 2023

**का.आ. 664.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय खाद्य निगम के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण - सह - श्रम न्यायालय कानपुर, के पंचाट (संदर्भ संख्या 14/2018) को प्रकाशित करती है, जो केन्द्रीय सरकार को 24/04/2022 को प्राप्त हुआ था।

[सं. एल. 22011/22/2016.आई. आर. (सीएम-II)]

मणिकंदन. एन, उप निदेशक

New Delhi, the 24th April, 2023

**S.O. 664.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 14/2018) of the Central Government Industrial Tribunal-cum-Labour Court Kanpur as shown in the Annexure, in the industrial dispute between the Management of Food Corporation of India and their workmen, received by the Central Government on 24/04/2023.

[No. L-22011/22/2016-IR (CM-II)]

MANIKANDAN. N, Dy. Director

#### ANNEXURE

Before Shri Soma Shekhar Jena, Presiding Officer

**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL -CUM- LABOUR COURT, KANPUR**

**PRESENT : SOMA SHEKHAR JENA, HJS (Retd.)**

**I.D. No. 14 of 2018**

**L-22011/36/2017-IR(CM-II) dated 29.01.2018**

#### BETWEEN

Sri Nagendra Yadav S/o Sri Bhullar Thakur

R/o-Vill & PO- Ratia, Distt- Saharsa, Bihar

#### AND

1. The Area Manager,

Food Corporation of India,

District Officer, Golcha Compound, Haldwani

2. The General Manager (Region)

Food Corporation of India, Regional Office,

At-2nd floor, APS Oberai Tower, Byepas Rd,

Near Kargi Chowk, Dehradun-

#### AWARD

This award arises in respect of the reference mentioned in the schedule stated below as received from the Government of India, Ministry of Labour in letter No. L-22011/36/2017- IR(CM-II) dated 29.01.2018

#### SCHEDULE

1. *“Whether the management of FCI is justified in terminating the services of Sri Nagendra Yadav without following the provisions of law? If not what specific relief and benefit should be given by the FCI management or to reinstate the workman with specific benefits?”*

On receipt of notification, notices were issued to both the parties on 20<sup>th</sup> February 2018 fixing 13.04.2018 for filing of statement of claim. Authorized Representative of the claimant workman filed statement of claim on 08.08.2018. On 04.07.2019 O.P management filed the written statement and case was fixed for filing of rejoinder by the claimant workman. Afterwards several dates were fixed for filing of rejoinder by claimant workman but when he failed case was fixed for filing of evidence of parties and finally for arguments.



On perusal of the record it is found that though several dates were fixed for filing rejoinder, evidence and finally arguments none appeared on behalf of the claimant workman before this Tribunal. Despite ample opportunities to the claimant workman for submitting rejoinder, evidence and argument; the claimant workman failed to present the case before the Tribunal. Later the case was reserved for final award for non-appearance of the claimant workman.

From the aforesaid circumstances it is presumable that the claimant workman is not interested in prosecuting the case further before this Tribunal.

Hence in the given circumstances the reference stands disposed of as of 'NIL' award.

Parties are left to bear their respective costs.

Date: 06.02.2023

SOMA SHEKHAR JENA Presiding Officer

नई दिल्ली, 25 अप्रैल, 2023

**का.आ. 665.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार पूर्व उत्तर रेलवे के प्रबंधन, संबंधित नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय लखनऊ के पंचाट (38/2019) प्रकाशित करती है।

[सं. एल -12011/27/2017-आई आर (बी-1)]

सलोनी, उप निदेशक

New Delhi, the 25th April, 2023

**S.O. 665.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 38/2019) of the Cent.Govt.Indus.Tribunal-cum-Labour Court Lucknow as shown in the Annexure, in the industrial dispute between the management of East North Railway and their workmen.

[No. L-12011/27/2017- IR (B-I)]

SALONI, Dy. Director

#### ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL –CUM- LABOUR COURT, LUCKNOW

**PRESENT:** Justice Anil Kumar, Presiding Officer

I.D. No. 38/2019

Ref. No. L-41011/27/2017-IR(B-I) dated 19.01.2018

#### BETWEEN

Shri D.P. Awasthi, Zonal Working President, Railway Sewak Sangh, East north Railway, 49, Tilak Nagar, Lucknow

**And**

1. Circle Rail Manager East North Railway, DRM Office, Ashok Marg, Lucknow.
2. Board Railway Engineer, East North Railway, Ashok Marg, Hajratganj, Luckno and, Assistant Engineer, East North Railway, Lucknow -

#### AWARD

By order No. L-41011/27/2017-IR(B-I) dated 19.01.2018 the present industrial dispute has been referred for adjudication to this Tribunal in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 the Industrial Disputes Act, 1947 (14 of 1947) by the Central Government, with following schedule:

*"क्या प्रबंधन, पूर्वोत्तर रेलवे, लखनऊ द्वारा कामगार श्री राजेन्द्र प्रसाद पुत्र श्री शिव प्रसाद गेटमैन को दिये गये दण्डादेश दिनांक 28-03-2008 एवं अपीलीय दण्डादेश दिनांक 31-07-2008 दिया जाना न्ययोचित एवं बेध है ? यदि नहीं तो कामगार किस राहत को पाने का हकदार है ?"*

Accordingly, an industrial dispute No. 38/2019 has been registered on 16.08.2019.

From the perusal of record, the position which emerge out is that the till date the claimant/workman's union has not filed any statement of claim.

Moreover, as a matter of fact and record, neither workmen's union nor its authorized representative has not turned up before this Tribunal nor has filed any statement of claim.

**Findings & Conclusion:**

Taking into consideration the fact that till date no statement of claim has been filed by the claimant in order to establish his claim as per the reference dated 19.01.2018.

So in view of the said facts, as well as the law laid by the Hon'ble High Court in the case of *V. K. Raj Industries v. Labour Court (I) and others 1981 (29) FLR 194* as under:

*"It is well settled that if a party challenges the legality of an order, the burden lies upon him to prove illegality of the order and if no evidence is produced the party invoking jurisdiction of the Court must fail. Whenever a workman raises a dispute challenging the validity of the termination of service if is imperative for him to file written statement before the Industrial Court setting out grounds on which the order is challenged and he must also produce evidence to prove his case. If the workman fails to appear or to file written statement or produce evidence, the dispute referred by the State Government cannot be answered in favour of the workman and he would not be entitled to any relief."*

In the case of *M/s Upton Powertronics Employees' Union, Ghaziabad through its Secretary v. Presiding Officer, Labour Court (II), Ghaziabad and others 2008 (118) FLR 1164* Hon'ble Allahabad High Court has held as under:

*"The law has been settled by the Apex Court in case of Shanker Chakravarti v. Britannia Biscuit Co. Ltd., V.K. Raj Industries v. Labour Court and Ors., Airtech Private Limited v. State of U.P. and Ors. 1984 (49) FLR 38 and Meritech India Ltd. v. State of U.P. and Ors. 1996 FLR that in the absence of any evidence led by or on behalf of the workman the reference is bound to be answered by the court against the workman. In such a situation it is not necessary for the employers to lead any evidence at all. The obligation to lead evidence to establish an allegation made by a party is on the party making the allegation. The test would be, who would fail if no evidence is led."*

And by the Hon'ble Allahabad High Court in the case of *District Administrative Committee, U.P. P.A.C.C.S.C. Services v. Secretary-cum-G.M. District Co-operative Bank Ltd. 2010 (126) FLR 519*; wherein it has been held as under:

*"The submission is that even if the petitioner failed to lead the evidence, burden was on the shoulders of the respondent to prove the termination order as illegal. He was required to lead evidence first which he failed. A perusal of the impugned award also does not show that any evidence either oral or documentary was led by the respondent. In the case of no evidence, the reference has to be dismissed."*

As the workman has not filed any statement of claim/oral/documentary evidence, so the present case is liable to be dismissed.

For the foregoing reasons, the case is dismissed and; and the workman is not entitled for any relief.

Award as above.

Lucknow.

13<sup>th</sup> February, 2023

JUSTICE ANIL KUMAR, Presiding Officer

नई दिल्ली, 25 अप्रैल, 2023

**का.आ. 666.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधतंत्र, संबद्ध नियोजको और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय लखनऊ के पंचाट (32/2021) प्रकाशित करती है।

[सं. एल - 12011/01/2021- आई आर (बी-1)]

सलोनी, उप निदेशक

New Delhi, the 25th April, 2023

**S.O. 666.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 32/2021) of the Cent.Govt.Indus.Tribunal-cum-Labour Court Lucknow as shown in the Annexure, in the industrial dispute between the management of State Bank of India and their workmen.

[No. L-12011/01/2021- IR (B-I)]  
SALONI, Dy. Director

### ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL –CUM- LABOUR COURT, LUCKNOW

**PRESENT:** Justice Anil Kumar, Presiding Officer

I.D. No. 32/2021

Ref. No. L-12011/01/2021-IR(B-I) dated 15.02.2021

### BETWEEN

The Regional Secretary, SBI Staff Association, Mail id- vedprakash1263@gmail.com

### And

1. The Chairman, State Bank of India, MUMBAI
2. The Chief General Manager State Bank of India Mail id- ajay.khannal@sbi.co.in Lucknow
3. The Regional Manager, State Bank of India, RBO-I mail id- mayank.thakur@sbi.co.in GORAKHPUR

### AWARD

By Order No. L-12011/01/2021-IR(B-I) dated 15.02.2021 the present industrial dispute has been referred for adjudication to this Tribunal in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 the Industrial Disputes Act, 1947 (14 of 1947) by the Central Government, with following schedule:

*" 1. Whether the action of the management of State Bank of India to issue demeritorious chargesheet to the workman Srhi S.K. Rai, not giving sufficient opportunity to engage a lawyer for his defence and then suspend him by taking unilateral action in the matter is illegal and unjustified in eye of law or not?*

*2. If yes, as to what relief the concerned workmen is entitled to."*

Accordingly, an industrial dispute No. 32/2021 has been registered on 04.03.2021.

From the perusal of record, the position which emerge out is that the till date the claimant/workman's union has not filed any statement of claim.

Moreover, as a matter of fact and record, neither workmen's union nor its authorized representative has not turned up before this Tribunal nor has filed any statement of claim.

### Findings & Conclusion:

Taking into consideration the fact that till date no statement of claim has been filed by the claimant in order to establish his claim as per the reference dated 15.02.2021.

So in view of the said facts, as well as the law laid by the Hon'ble High Court in the case of *V. K. Raj Industries v. Labour Court (I) and others 1981 (29) FLR 194* as under:

*"It is well settled that if a party challenges the legality of an order, the burden lies upon him to prove illegality of the order and if no evidence is produced the party invoking jurisdiction of the Court must fail. Whenever a workman raises a dispute challenging the validity of the termination of service if is imperative for him to file written statement before the Industrial Court setting out grounds on which the order is challenged and he must also produce evidence to prove his case. If the workman fails to appear or to file written statement or produce evidence, the dispute referred by the State Government cannot be answered in favour of the workman and he would not be entitled to any relief."*

In the case of *M/s Uptron Powertronics Employees' Union, Ghaziabad through its Secretary v. Presiding Officer, Labour Court (II), Ghaziabad and others 2008 (118) FLR 1164* Hon'ble Allahabad High Court has held as under:

*"The law has been settled by the Apex Court in case of Shanker Chakravarti v. Britannia Biscuit Co. Ltd., V.K. Raj Industries v. Labour Court and Ors., Airtech Private Limited v. State of U.P. and Ors. 1984 (49) FLR 38 and Meritech India Ltd. v. State of U.P. and Ors. 1996 FLR that in the absence of*

*any evidence led by or on behalf of the workman the reference is bound to be answered by the court against the workman. In such a situation it is not necessary for the employers to lead any evidence at all. The obligation to lead evidence to establish an allegation made by a party is on the party making the allegation. The test would be, who would fail if no evidence is led."*

And by the Hon'ble Allahabad High Court in the case of *District Administrative Committee, U.P. P.A.C.C.S.C. Services v. Secretary-cum-G.M. District Co-operative Bank Ltd.* 2010 (126) FLR 519; wherein it has been held as under:

*"The submission is that even if the petitioner failed to lead the evidence, burden was on the shoulders of the respondent to prove the termination order as illegal. He was required to lead evidence first which he failed. A perusal of the impugned award also does not show that any evidence either oral or documentary was led by the respondent. In the case of no evidence, the reference has to be dismissed."*

As the workman has not filed any statement of claim/oral/documentary evidence, so the present case is liable to be dismissed.

For the foregoing reasons, the case is dismissed and; and the workman is not entitled for any relief.

Award as above.

Lucknow.

13<sup>th</sup> February, 2023

JUSTICE ANIL KUMAR, Presiding Officer

नई दिल्ली, 25 अप्रैल, 2023

**का.आ. 667.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार इंडियन ओवरसीज बैंक के प्रबंधतंत्र, संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, चंडीगढ़-I के पंचाट (181/2013) प्रकाशित करती है।

[सं. एल-12012/98/2013-आई आर (बी-II)]

सलोनी, उप निदेशक

New Delhi, the 25th April, 2023

**S.O. 667.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 181/2013) of the Cent.Govt.Indus.Tribunal-cum-Labour Court Chandigarh-I as shown in the Annexure, in the industrial dispute between the management of Indian Overseas Bank and their workmen.

[No. L-12012/98/2013- IR (B-II)]

SALONI, Dy. Director

# **CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I, CHANDIGARH.**

**Present: Sh. J. K. Tripathi, Presiding Officer.**

ID No.181/2013

Registered On:-26.02.2014

Sh. Karamjit Singh, S/o Sh. Gurcharan Singh(Ex-Staff), R/o V.P.O. Purain, Distt. Ludhiana-141110.

.....Workman

## **Versus**

1. The Chairman, Indian Overseas Bank, Central Office, 763, Anna Salai, Chennai-600002.

2. The Regional Manager, Indian Overseas Bank, Regional Office 550/1, Fountain Chowk, College Road, Civil Lines, Ludhiana-PUNJAB.
3. The Branch Manager, Indian Overseas Bank, Threake Branch, Ludhiana.

.....Respondents/Managements

### Award

**Passed On:-29.03.2023**

Central Government vide Notification No. L-12012/98/2013-IR(B-II) Dated 07.02.2014, under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947(hereinafter called the Act), has referred the following Industrial dispute for adjudication to this Tribunal:-

**“Whether the action of the management of Indian Overseas Bank in terminating the services of Sh. Karamjit Singh S/o Sh. Gurcharan Singh w.e.f. 2.8.2003 is valid, just and legal? What relief the concerned workman is entitled to and from which date?”**

1. The brief facts relevant for deciding this claim petition is that as per claim of workman, the workman joined the services of the respondent/management w.e.f. 01.02.2004 to 01.06.2006 as a workman on the post of Temporary Messenger as defined under Section 2(S) of the Industrial Disputes Act, 1947 with Pakhowal Road, Ludhiana Branch. The last drawn pay of the workman was Rs.4,500/- per month. The respondent/ management is an industry as defined under Section 2(J) of the Industrial Disputes Act, 1947. The workman was shifter as Temporary Messenger to the Indian Overseas Bank, Threake Branch and continuously worked up to 03.08.2013 and the name of the workman was forwarded by the Branch Manager, Threake Branch-415 vide his letter No.BR/MEMO/2012-13 dated 26.02.2013. The workman was given Roll No.25627, Clerk/Shroff and registered his name under Staff son Appointment vide letter No.PAD:CL(SUB):Dated 06.03.1999. The workman served a legal notice through his counsel on 24.07.2013 as the workman have received interview letter vide letter No.RO/PAD/5/2013-14 dated 05.06.2013 before The Regional Office, 550/1, Fountain Chowk, College Road, Civil Lines, Ludhiana on 24.06.2013 at 9.00 A.M. The workman accordingly appeared for interview but was not interviewed and was orally told that the workman is over aged cannot be interviewed and the other candidates were interviewed. The respondents sent frivolous reply through his counsel vide reply dated 13.08.2013 and terminated the services of the workman w.e.f. 05.08.2013 as 04.08.2013 was Sunday. The respondents have not issued any notice before the termination of the workman and without any notice pay and retrenchment compensation. The juniors to the workman were retained in service and other workman in the same categories were appointed after the termination of workman. Thus, the management violated the mandatory provision of Section 25-G and 25H of the Industrial Disputes Act, 1947, the workman was not given any charge-sheet and no enquiry was held against the workman before the termination of workman. The action of the respondent is malafide, arbitrary, victimization and unfair labour practice on the face of the record. It is therefore, prayed that the respondents may be directed to reinstate the workman with continuity of service with full back wages and may be granted all consequential benefits with costs.

2. Management filed written statement, alleging therein that the workman was never employed by the answering-respondent hence there is no question of terminating the services of workman. The workman was performing its duty on daily wages as and when required. No appointment letter was ever issued to the workman. The bank has its own Rules and Regulations of appointment and the power lies with various higher levels authority and not with the Branch Manager. The present reference is not maintainable as there is no relationship of employee and employer between the workman and the answering respondent. The workman was never appointed by the respondent-bank as messenger as alleged. The services of the workman were availed by the branch w.e.f. 01.02.2004 to 01.06.2006 purely on daily wages with the Pakhowal Branch of the respondent-bank. Thereafter the workman again joined the Threake Branch on daily wages w.e.f. 02.02.2011 to 01.08.2013 purely on daily wage basis @ Rs.150/- per day. The workman was paid at daily rates for the number of days for which his services were availed by the branch. The workman is also doing other works of his home as is evident from the fact that he availed loan under IOB-GCC Scheme from branch of Rs.20,000/- and branch work was on daily wages basis. No Roll No. was issued to the workman. The notice sent by the workman was duly replied by the respondent-bank through their counsel vide reply dated 13.08.2013. The workman was refused daily job when the regular employees were selected by the selection committee after performing the procedure for selection under the Rules. There is no violation of the provisions of Section 25-G and 25-H of the ID Act. It is therefore, respectfully prayed that keeping in view the facts and circumstances as explained above the reference may kindly be declined and decided against the workman and in favour of the respondent-management.

3. The workman filed rejoinder to the written statement filed by the management, denying the fact that there is no relationship of employer and employee between the parties and the workman was never appointed by the respondent-bank as messenger. It is further denied that the workman has worked on daily wages with Pakhowal



Branch or thereafter the workman joined the Threeke Branch on daily wages @ Rs.150/- per month. The remaining paras of the written statement are denied by the workman hence need not to be reproduce.

4. Parties were given opportunity to lead evidence.

5. In support of his case, the workman has examined himself as WW1 and filed his affidavit in evidence as Ex.W1 along with documents Ex.W2 to W12 and was cross-examined by the learned counsel of management.

6. The management has examined MW1 Sh. Surinder Kumar, Senior Manager, Indian Overseas Bank, Regional Office, Ludhiana, who has filed his affidavit in evidence as Ex.MW1/A along with documents Ex.MW1/1 and Ex.MW1/2 and cross-examined by the learned counsel of workman.

7. I have heard Sh. C.K. Jha, Ld. Counsel for the workman and Sh. S.K. Gupta, Ld. Counsel for the management and have gone through the respective written arguments filed by both the parties and perused the record available on file carefully.

8. Learned counsel for the workman has argued that the workman was appointed on 01.02.2004 with the respondent's Pakhowal Road, Ludhiana Branch and thereafter was shifted as temporary messenger to Indian Overseas Bank, Threeke Branch and continuously worked up to 03.08.2013 and was getting Rs.4,500/- per month. The name of the workman was also recommended by the Branch Manager, Threeke Branch-415 vide his letter Ref. No.BR/MEMO/2012-13 dated 26.02.2013. The workman was called for interview vide letter No.RO/PAD/5/2013-14 dated 05.06.2013 before the Regional Office Fountain Chowk, College Road, Civil Lines, Ludhiana on 24.06.2013 at 9.00 AM. The workman served the legal notice through his counsel on 24.07.2013 for the said attitude of the management. The management sent frivolous reply through his counsel vide reply dated 13.08.2013 taking false plea. The juniors to the workman were retained in service. The workman was completed 240 days of work in the preceding year from the date of his termination. Learned counsel for workman has placed reliance in the case of 2000(9) SCC 501(S.C.); State of U.P. and Anr. Vs. Rajendra Singh Butola and Anr., 2010(2) SLR 797(S.C.); Krishan Singh Vs. Executive Engineer, Haryana State Agricultural Market Board, Rohtak, 2015(6) SCC 321; Ajaypal Singh Vs. Haryana Warehousing Corporation, 2003(6) SLR 658 (Pb. & Haryana High Court D.B.: Haryana Power Generation Corporation Ltd. Vs. Presiding Officer, Industrial Tribunal, 2007(2) S.C.T. (Pb. & Haryana(D.B.); Haryana Forest Development Corpn., Hisar and another Vs. Rajbir Singh and another and lastly in the case of 2015(15) S.C.T. 657-(Pb. & Haryana) Principal Rani Jhansi Laxmi Bai Govt. Polytechnic Vs. Presiding Officer, Industrial Tribunal-cum-Labour Court, Hissar & Another.

9. Learned counsel for the management argued that the workman was never employed by the respondent-bank as such, there is no question of terminating his services. The workman was performing his duty on daily wages as and when required. No appointment letter was ever issued to the workman. The Bank has its own Rules & Regulations of appointment in the bank and the power lies with various higher levels of authority and not with the Branch Manager. The reference is not maintainable as there does not exist any relationship of employee and employer between the workman and the respondent-bank and no appointment letter was issued to the workman. The services of the workman were availed by the branch w.e.f. 01.02.2004 to 01.06.2006 and w.e.f. 02.02.2011 to 01.08.2013 purely on daily wages basis @ Rs.150/- per day. The workman was not eligible for interview being his over age hence he was not interviewed. The workman was refused daily job when the regular employees were selected by the selection committee after performing the procedure for selection under the Rules. The Branch Manager has no power or authority to appoint anyone in the bank. Learned counsel for the management has placed reliance in the case of AIR 1997 SC 3657, Himanshu Kumar Vidarthi and Others Vs. State of Bihar & Others, 2010(2) RSJ 517, Punjab and Haryana High Court(DB) Divisional Forest Officer, Rohtak Vs. Jagat Singh and another, AIF (SC) 696:200 G.M. Tanda Thermal Power Project Vs. Jai Prakash Srivastava & Anr., 2004 LIC 1374; The Head Master, Govt. High School Behrana Vs. Ajit Singh and another, AIR 1994 SC 1638 Madhyamik Shiksha Parishad U.P. Vs. Anil Kumar Mishra and Others, CWP No.12303 of 2006, Punjab & Haryana High Court(DB) Shri Balbir Singh Vs. The Presiding Officer, Labour Court, Ludhiana and others, CWP No.7344 of 2007, Punjab & Haryana High Court(DB) Central Institute of Plastics Engineering Vs. The Presiding Officer, Labour Court-II< Chandigarh and another and lastly in Civil Appeal No.9792 of 2010 SC, Madhya Bharat Gramin Bank Vs. Panchal Yadav, decided on 13<sup>th</sup> July, 2021.

10. The Hon'ble Apex Court in case of "Deepali Gundu Surwase v. Kranti Junion Adhyapak Mahavidyalaya" reported as (2013) 10 SCC 324 has held as under:-

*"The propositions which can be culled out from the aforementioned judgments are:*

- i) In cases of wrongful termination of service, reinstatement with continuity of service and back wages is the normal rule.*
- ii) Ordinarily, an employee or workman whose services are terminated and who is desirous of getting back wages is required to either plead or at least make a statement before the adjudicating authority or the Court of first instance that he/she was not gainfully employed or was employed on lesser wages. If the employer wants to avoid payment of full back*



wages, then I has to plead and also lead cogent evidence to prove that the employee/workman was gainfully employed and was getting wages equal to the wages he/she was drawing prior to the termination of service. This is so because it is settled law that the burden of proof of the existence of a particular fact lies on the person who makes a positive averments about its existence. It is always easier to prove a positive fact than to prove a negative fact. Therefore, once the employee shows that he was employed, the onus lies on the employer to specifically plead and prove that the employee was gainfully employed and was getting the same or substantially similar emoluments.”

11. Hon’ble Apex Court in the case General Manager, Haryana Roadways Vs. Rudan Singh, reported as 2005 SCC (L & S) 716 observed as under:-

“There is no rule of thumb that in every case where the Industrial Tribunal gives a finding that the termination of service was in violation of Section 25-F of the Act, entire back wages should be awarded. A host of factors like the manner and method of selection and appointment i.e. whether after proper advertisement of the vacancy or inviting applications from the employment exchange, nature of appointment namely, whether ad hoc, short term, daily wage, temporary or permanent in character, any special qualification required for the job and the like should be weighed and balanced in taking a decision regarding award of back wages. One of the important factors which has to be taken into consideration is the length of service, which the workman had rendered with the employer. If the workman has rendered a considerable period of service and his services are wrongfully terminated, he may be awarded full or partial back wages keeping in view the fact that at this age and the qualification possessed by him he may not be in a position to get another employment. However, where the total length of service rendered by a workman is very small, the award of back wages for the complete period i.e. from the date of termination till the date of the award, which our experience shows is often quite large, would be wholly inappropriate. A regular service of permanent character cannot be compared to short or intermittent daily wage employment though it may be for 240 days in a calendar year.”

12. The Hon’ble Apex Court while considering the violation of Section 25-F of the Act in Incharge Officer & Anr. V. Shankar Shetty, (2010) 9 SCC 126: 2010 LLR 1137 and after referring to the various decisions, held that the relief by way of back wages is not automatic and compensation instead of reinstatement has been held to meet the ends of justice and it was observed as under:-

“2. Should an order of reinstatement automatically follow in a case where the engagement of a daily wager has been brought to end in violation of Section 25F of the Industrial Disputes Act, 1947(for short “the ID Act”)? The course of the decisions of this Court in recent years has been uniform on the above question.

3. In Jagbir Singh V. Haryana State Agriculture Mktg. Board, (2009) 15 SCC 327, delivering the judgment of this Court, one of the us (R.M. Lodha, J.) noticed some of the recent decisions of this Court, namely, U.P. State Brassware Corpn. Ltd. V. Uday Narain Pandey, (2006) 1 SCC 479; Uttaranchal Forest Development Corpn. V. M.C. Joshi, (2007) 9 SCC 353; State of M.P. v. Lalit Kumar Verma, (2007) 1 SCC 575; M.P. Admn. V. Tribhuban, (2007) 9 SCC 748; Sita Ram v. Moti Lal Nehru Farmers Training Institute, (2008)5 SCC 75; Jaipur Development Authority v. Ramsahai, (2006) 11 SCC 684; GDA v. Ashok Kumar, (2008) 4 SCC 261 and Mahboob Deepak v. Nagar Panchayat, Gajraula, (2008) 1 SCC 575 and stated as follows: (Jagbir Singh case (2009) 11 SCC 327, SCC pp. 330 & 335, paras 7 & 14)

“7. It is true that the earlier view of this Court articulated in many decisions reflected the legal position that if the termination of an employee was found to be illegal, the relief of reinstatement with full back-wages would ordinarily follow. However, in recent past, there has been a shift in the legal position and in a long line of cases, this Court has consistently taken the view that relief by way of reinstatement with back-wages is not automatic and may be wholly inappropriate in a given fact situation even though the termination of an employee is in contravention of the prescribed procedure. Compensation instead of reinstatement has been held to meet the ends of justice.

14. It would be, thus, seen that by a catena of decisions in recent time, this Court has clearly laid down that an order of retrenchment passed in violation of Section 25F although may be set aside but an award of reinstatement should not, however, be automatically passed.”

13. The workman has alleged in his claim statement that he worked as messenger with the management from 01.06.2009 to 02.08.2013 and was getting Rs.4,500/- per month. The name of the workman was also recommended

by the Branch Manager, AG Sudhar Branch-0187 vide his letter Ref. No.340/2011 dated 27.05.2011 and the name of the workman was also forwarded by the respondents (Regional Office for registering his name under staff son category vide letter No.RO/ST/41/99 dated 25.08.99. The workman was called for interview vide letter No.RO/PAD/1/2013-14 dated 05.06.2013 before the Regional Office Fountain Chowk, College Road, Civil Lines, Ludhiana on 24.06.2013 at 9.00 AM. The workman served the legal notice through his counsel on 26.07.2013 for the said attitude of the management. The management sent frivolous reply through his counsel vide reply dated 13.08.2013 taking false plea. The juniors to the workman were retained in service. The workman was completed 240 days of work in the preceding year from the date of his termination.

14. In view of legal position discussed above, this Court is of the considered view that workman herein was not holding a regular or permanent post nor he was recruited against the post in a regular manner. In such circumstances, it is appropriate to grant reasonable compensation instead of reinstatement with back wages.

15. As such, having due regard to the facts and circumstances, an amount of Rs.50,000/-(Fifty Thousand) appears to be just and reasonable to which the workman is entitled. In case, the amount of Rs.50,000/-(Fifty Thousand) not paid within one month from the date of publication of the award, the workman is held to be entitled to 6% interest from the date of reference till payment. File after completion be consigned in the record room.

16. Let copy of this award be sent to Central Government for publication as required under Section 17 of the Industrial Disputes Act, 1947.

J. K. TRIPATHI, Presiding Officer

नई दिल्ली, 25 अप्रैल, 2023

**का.आ. 668.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बैंक ऑफ़ बड़ोदा के प्रबंधन, संबद्ध नियोजको और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, चंडीगढ़-I के पंचाट (3/2012) प्रकाशित करती है।

[सं. एल-39025/01/2023-आई आर (बी-II)-06]

सलोनी, उप निदेशक

New Delhi, the 25th April, 2023

**S.O. 668.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 3/2012) of the Cent.Govt.Indus.Tribunal-cum-Labour Court Chandigarh-I as shown in the Annexure, in the industrial dispute between the management of Bank of Baroda and their workmen.

[No. L-39025/01/2023- IR (B-II)-06]

SALONI, Dy. Director

#### ANNEXURE

#### Central Government Industrial Tribunal-Cum-Labour Court-I, Chandigarh.

**Present: Sh. J.K. Tripathi, Presiding Officer.**

ID No.3/2012

Registered On:-05.06.2012

Sh. Manohar Lal S/o Sh. Bhim Singh R/o Village Palhun, P.O. Nohli, Tehsil Joginder Nagar, District Mandi, H.P.  
.....Workman

#### VERSUS

1. The Deputy General Manager, Bank of Baroda, Regional Office, Chandigarh, S.C.O. 62-63, Bank Square, Sector 17-B, Chandigarh-160017.
2. The Manager, Bank of Baroda, Branch Manali, District Kullu, H.P.
3. The Manager, Bank of Baroda, Branch Sunder Nagar, District Mandi, H.P.

.....Respondents/Managements

**Award****Passed On:-14.11.2022**

1. The workman Manohar Lal has directly filed statement of claim under Section 2-A of the Industrial Disputes Act, 1947(hereinafter called the Act), with a prayer to reinstate the services of the workman with full back wages, seniority in continuity of service and all other consequential service benefits.

2. The brief facts relevant for deciding this claim petition is that the services of the workman have been engaged by the respondents at Branch Manali as Class IV as Sweeper-cum-Peon against the sanctioned post on daily wages basis w.e.f. 30.01.2009 and he had continued worked in the said capacity under the supervision of respondent no.2 upto 23.02.2010. The bank has created the regular post of Sweeper-cum-Peon in branch Manali and called for interview for the above said post but being a temporary employee of the bank, the workman have not called for the interview and one Sh. Manoj Kumar R/o Kullu have been appointed by the bank on regular pay scale as fixed by the bank in the category of Sweeper-cum-Peon. The workman discharged the duties of Sweeper-cum-Peon as per the instruction of Branch Manager and the workman did his duties honestly with the entire satisfaction of the respondents and he never given any chance of his complaint to his superior as well as to the Branch Manager but inspite of this the services of the workman have been terminated by the respondents vide verbal order dated 24.02.2010 without any show cause notice, charge-sheet neither the enquiry had been conducted against his alleged misconduct nor the one month pay in lieu of notice period and retrenchment compensation has been paid to him at the time of his unlawful termination under Section 25-F (a) and (b) of the Industrial Disputes Act, 1947 and without complying the same very termination in null, void and ab initio whereas the workman have been completed more than 240 days in each calendar years as well as last twelve calendar months from the date of his illegal termination on 24.02.2010. The Branch Manali and Palampur have been covered by the Labour Department of Himachal Pradesh under the Shop and Commercial Establishment Act, 1969 and all the Labour Laws are applicable in the bank and the workman is entitled to get the benefit of Provident Fund whereas the Employees Provident Fund Act, 1952 is applicable to the bank and the workman is entitled for such benefit from the period from 30.01.2009 and 01.09.2011. It is therefore prayed that the workman be reinstated in service with full back wages, in continuity of service with seniority and all other consequential service benefits.

3. Management filed written statement, alleging therein that the workman was never appointed in service of the respondent-bank and had offered to intermittently work on work charge basis, pending regular appointment of candidate sponsored by the Employment Exchange. The workman was used purely on work charge basis as stop gap arrangement pending regular appointment as per the legal procedure/criteria/qualification from 31.04.2009 to 15.03.2010. The provisions of Section 25-F(a) and (b) of the Industrial Disputes Act would not apply. The workman was never appointed in the service of the respondent-bank as the Branch Manager is neither competent to recruit any person in the respondent-bank nor he appointed the workman. The recruitment to the post of Sweeper, Peon and the like are made by the respondent-bank from amongst the candidates sponsored by the Employment Exchange and that too when they fulfill the requisite qualification and the selection criteria. The workman was not engaged by the Palampur Branch of the respondent-bank. The workman only worked intermittently on stop gap arrangement with respondent no.2(Manali Branch). The workman did not work on work charge basis with respondent no.3(Palampur Branch) hence the question of termination of service does not arise. Working intermittently on work charge and stop gap basis would not entail the benefits of a regular employee. It was mutually agreed between respondent no.2 and workman that the workman will be intermittently used on work charge basis as stop gap arrangement pending regular appointment of candidates sponsored by the Employment Exchange. It is therefore, respectfully prayed that the present petition being frivolous may kindly be dismissed with costs.

4. The workman has filed replication against the written statement filed by the management, alleging therein that he was appointed against the permanent post w.e.f. 30.01.2009 and had worked upto 15.03.2010. It is admitted that after 13.04.2010 Mr. Manoj Kumar was appointed on regular basis as Sweeper-cum-Peon in the place of workman and the services of the workman have been terminated without any written order. The workman had completed more than 240 days in each calendar years as well as last twelve calendar preceding months from the date of his alleged termination and Section 25-F(a) and (b) has been violated by the respondent and no retrenchment compensation and one month pay in lieu of notice period has been paid to the workman at the time of his retrenchment. The remaining facts alleged in the replication are same as alleged in the claim petition as such, it does not require to be reiterated again.

5. Parties have been given opportunity to lead evidence. The workman/claimant has examined himself as WW1 and filed his affidavit in evidence as W1 and has been cross-examined by the learned counsel of management.

6. The management has examined three witnesses namely Sh. D.C. Malhotra, Senior Branch Manager as MW1, who filed his affidavit in evidence as Ex.M1, Sh. Satish Chander, Senior Manager as MW2, who filed his affidavit in evidence as Ex.M2 and Sh. R.K. Thakur, Chief Manager as M3, who has filed his affidavit in evidence as Ex.MW3 and they have been cross-examined by the learned counsel of workman.

7. I have heard the learned AR of the workman Sh. R.K. Singh Parmar and learned counsel of the management Sh. G.S. Ahluwalia and have gone through the records carefully.

8. Before going on the merit of the case and analyzing the facts as well as evidence on record, it would be proper to mention those admitted facts between the parties. As per the allegations, it is submitted on behalf of workman that he was engaged by the respondent-bank at Manali Branch as Sweeper-cum-Peon against the sanctioned post on daily wages w.e.f. 30.01.2009 and in the same capacity worked upto 23.02.2010. Though, it is denied by the management but it is admitted that the workman was engaged purely on work charge basis on stop gap arrangement. Thus, from the submission of the management it is admitted fact that the workman was working with the management as daily wager. Thus, the relation between the workman and management as employee and employer is not established. So far as the question of violation of the provisions of Section 25-G and 25-H of the Industrial Disputes Act, 1947 is concerned, there is no violation of the provisions of the Act because as per the submission of the management, it is clear that the workman was not employed as temporary or permanent worker and as per Law laid down in the provisions of Section 25-G and 25-H priority should be given to the workman who is already on duty but there is no appointment as a temporary employee against the permanent post his services was taken purely on casual basis. No departmental recruitment was made by the bank so no question of priority in services.

9. The workman has examined himself as WW1 and has been cross-examined 3 witnesses namely Sh. D.C. Malhotra, Senior Manager as MW1 and Sh. Satish Chander as MW2 and Sh. R.K. Thakur, Chief Manager as MW3. WW1 Sh. Manohar Lal in his cross-examination has admitted that:-

“It is correct that I was not issued any appointment letter by the respondent bank. It is correct that I was engaged by the management on work charged basis/stop gap arrangement against payment for the work done by me. It is correct that no letter of any nature was ever issued by the management bank in my favour. I had voluntarily contacted the bank for the sake of any work that can be given on work charge basis. It is correct that the respondent bank used my service on work charge basis intermittently. It is incorrect to suggest that during the same period while I was working for the respondent bank, I was also working on work charge basis with other local establishment.”

Thus, as per his cross-examination, the workman Manohar Lal has admitted that no appointment letter was issued to him by the bank and he himself approached to the bank for any work. Management has proved it that his appointment was made as a stop gap arrangement on work charge basis and no appointment was made against permanent post.

10. Learned Advocate appearing on behalf of the workman has made reliance upon the law laid down by the Hon'ble Supreme Court in the case of *Sriram Industrial Enterprises Ltd. Vs. Mahak Singh and others, SLP(Civil) Nos.16456-16460 of 2005, decided on 8<sup>th</sup> March 2007*, in which the Hon'ble Supreme Court has held that:-

***“Exclusion of the work ‘preceding’ from Section 2(g) of the U.P. Act indicate that a workman in order to be in continuous service may have worked continuously for a period of 240 days in any calendar year during his service-Workman worked for the period 1991 onwards-Findings of the Tribunal on the basis of record for the year preceding the date of termination which showed that workman had not completed 240 days-Non-production of the Attendance Registers and Muster Rolls for the year 1991 onwards by petitioner-management-The best evidence withheld-High Court held entitled to draw adverse inference-The workman had discharged their initial onus by production of the documents in their possession-High Court adopted correct approach while deciding the controversy between the parties upon correct understanding of the law as contained in Section 6(N) r/w Section 2(g) of the U.P. Act.”***

11. Reliance has been made upon the above verdict of the Hon'ble Supreme Court by the workman and vehemently argued that since the workman has confirmed his duties and given his duty more than 240 days for the management, he could not be discharged without giving notice. There is no force in the argument of the workman. The workman himself has admitted in his cross-examination that he approached to the bank for job and he was engaged as casual labour as a stop gap arrangement and daily wages was given to the workman for per day job basis. The management has adduced documents relating to payment to the workman. The evidence adduced by the workman does not fulfill the primary criteria of the employment. The Law laid down by the Hon'ble Supreme Court which has been submitted by the workman is not applicable in the case of workman.

12. On the above discussion, the workman is not succeeded to get any benefit which has been prayed by him in his claim statement. The claim statement is liable to be rejected.

13. Let copy of this award be sent to Central Government for publication as required under Section 17 of the ID Act, 1947.

J.K. TRIPATHI, Presiding Officer

नई दिल्ली, 25 अप्रैल, 2023

**का.आ. 669.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार इंडियन ओवरसीज बैंक के प्रबंधन, संबद्ध नियोजको और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, चंडीगढ़-I के पंचाट (182/2013) प्रकाशित करती है।

[सं. एल-12012/97/2013-आई आर (बी-II)]

सलोनी, उप निदेशक

New Delhi, the 25th April, 2023

**S.O. 669.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 182/2013) of the Cent.Govt.Indus.Tribunal-cum-Labour Court Chandigarh-I as shown in the Annexure, in the industrial dispute between the management of Indian Overseas Bank and their workmen.

[No. L-12012/97/2013- IR (B-II)]

SALONI, Dy. Director

**ANNEXURE****CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I, CHANDIGARH.****Present: Sh. J.K. Tripathi, Presiding Officer.**

ID No.182/2013

Registered On:-26.02.2014

Sh. Rajinder Singh S/o Late Sh. Darshan Singh, R/o V.P.O. Sarabha, Distt. Ludhiana-141105.

.....Workman

**VERSUS**

1. The Chairman, Indian Overseas Bank, Central Office, 763, Anna Salai, Chennai-600002.
2. The Regional Manager, Indian Overseas Bank, Regional Office 550/1, Fountain Chowk, College Road, Civil Lines, Ludhiana-PUNJAB.
3. The Branch Manager, Indian Overseas Bank, AG Sudhar Branch, Ludhiana-PUNJAB.

.....Respondents/Managements

**AWARD****Passed On:-29.03.2023**

Central Government vide Notification No. L-12012/97/2013-IR(B-II) Dated 10.02.2014, under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947(hereinafter called the Act), has referred the following Industrial dispute for adjudication to this Tribunal:-

**“Whether the action of the management of Indian Overseas Bank in terminating the services of Sh. Rajinder Singh S/o Late Sh. Darshan Singh w.e.f. 2.8.2013 is valid, just and legal? What relief the concerned workman is entitled to and from which date?”**

1. The brief facts relevant for deciding this claim petition is that as per claim of workman, the workman joined the services of the respondent/management on 01.06.2009 and worked continuously as a workman on the post of Temporary Messenger as defined under Section 2(S) of the Industrial Disputes Act, 1947 up to 02.08.2013 with AG Sudhar Branch-0187, Ludhiana. The last drawn pay of the workman was Rs.4,500/- per month. The respondent/management is an industry as defined under Section 2(J) of the Industrial Disputes Act, 1947. The name of the workman was forwarded by the respondents (Regional Office) for registering his name under Staff son category vide letter No.RO/ST/441/99 dated 25.08.1999. The name of the workman was also recommended by the Branch Manager, AG Sudhar Branch-0187 vide his letter REF. No.340/2011 dated 27.05.2011. The workman served a legal notice through his counsel on 26.07.2013 as the workman have received interview letter vide letter No.RO/PAD/1/2013-14 dated 05.06.2013 before The Regional Office, 550/1, Fountain Chowk, College Road, Civil Lines, Ludhiana on 24.06.2013 at 9.00 A.M. The workman accordingly appeared for interview but was not interviewed and was orally told that the workman is over aged cannot be interviewed and the other candidates were interviewed. The respondents sent frivolous reply through his counsel vide reply dated 13.08.2013 and terminated the services of the workman



w.e.f. 03.08.2013. The respondents have not issued any notice before the termination of the workman and without any notice pay and retrenchment compensation. The juniors to the workman were retained in service and other workman in the same categories were appointed after the termination of workman. Thus, the management violated the mandatory provision of Section 25-G and 25H of the Industrial Disputes Act, 1947. The workman was not given any charge-sheet and no enquiry was held against the workman before the termination of workman. It is therefore, prayed that the respondents may be directed to reinstate the workman with continuity of service with full back wages and may be granted all consequential benefits with costs.

2. Management filed written statement, alleging therein that the workman was never employed by the answering-respondent hence there is no question of terminating the services of workman. The workman was performing its duty on daily wages as and when required. No appointment letter was ever issued to the workman. The bank has its own Rules and Regulations of appointment and the power lies with various higher levels authority and not with the Branch Manager. The present reference is not maintainable as there is no relationship of employee and employer between the workman and the answering respondent. The workman was never appointed by the respondent-bank as messenger as alleged. The services of the workman were availed by the branch w.e.f. 01.06.2009 to 01.08.2013 purely on daily wages basis @ Rs.125/- per day. The workman was paid at daily rates for the number of days for which his services were availed by the branch for doing the job. The notice sent by the workman was duly replied by the respondent-bank vide reply dated 13.08.2013. The workman was refused daily job when the regular employees were selected by the selection committee after performing the procedure for selection under the Rules. There is no violation of the provisions of Section 25-G and 25-H of the ID Act. It is therefore, respectfully prayed that keeping in view of the above facts and circumstances as explained above the reference may kindly be declined and decided against the workman and in favour of the respondent-management.

3. The workman filed rejoinder to the written statement filed by the management, denying the fact that there is no relationship of employer and employee between the parties and the workman was never appointed by the respondent-bank as messenger. It is further denied that the services of the workman were availed by the branch w.e.f. 01.06.2009 to 01.08.2013 on daily wages basis @ Rs.125/- per day. It is further denied that the workman was paid at daily rates for the number of days for which his services were availed by the branch. The remaining paras of the written statement are denied by the workman hence need not to be reproduce.

4. Parties were given opportunity to lead evidence.

5. In support of his case, the workman has examined himself as WW1 and filed his affidavit in evidence as Ex.W1 along with documents Ex.W2 to W15 and was cross-examined by the learned counsel of management.

6. The management has examined MW1 Sh. Surinder Kumar, Senior Manager, Indian Overseas Bank, Regional Office, Ludhiana, who has filed his affidavit in evidence as Ex.MW1/A along with documents Ex.MW1/1 and Ex.MW1/2 and cross-examined by the learned counsel of workman.

7. I have heard Sh. C.K. Jha, Ld. Counsel for the workman and Sh. S.K. Gupta, Ld. Counsel for the management and have gone through the respective written arguments filed by both the parties and perused the record available on file carefully.

8. Learned counsel for the workman has argued that the workman was worked as messenger with the management from 01.06.2009 to 02.08.2013 and was getting Rs.4,500/- per month. The name of the workman was also recommended by the Branch Manager, AG Sudhar Branch-0187 vide his letter Ref. No.340/2011 dated 27.05.2011 and the name of the workman was also forwarded by the respondents (Regional Office for registering his name under staff son category vide letter No.RO/ST/441/99 dated 25.08.99. The workman was called for interview vide letter No.RO/PAD/1/2013-14 dated 05.06.2013 before the Regional Office Fountain Chowk, College Road, Civil Lines, Ludhiana on 24.06.2013 at 9.00 AM. The workman served the legal notice through his counsel on 26.07.2013 for the said attitude of the management. The management sent frivolous reply through his counsel vide reply dated 13.08.2013 taking false plea. The juniors to the workman were retained in service. The workman was completed 240 days of work in the preceding year from the date of his termination. Learned counsel for workman has placed reliance in the case of *2000(9) SCC 501(S.C.)*; *State of U.P. and Anr. Vs. Rajendra Singh Butola and Anr., 2010(2) SLR 797(S.C.)*; *Krishan Singh Vs. Executive Engineer, Haryana State Agricultural Market Board, Rohtak, 2015(6) SCC 321: Ajaypal Singh Vs. Haryana Warehousing Corporation, 2003(6) SLR 658 (Pb. & Haryana High Court D.B.: Haryana Power Generation Corporation Ltd. Vs. Presiding Officer, Industrial Tribunal, 2007(2) S.C.T. (Pb. & Haryana(D.B.); Haryana Forest Development Corpn., Hisar and another Vs. Rajbir Singh and another* and lastly in the case of *2015(15) S.C.T. 657-(Pb. & Haryana) Principal Rani Jhansi Laxmi Bai Govt. Polytechnic Vs. Presiding Officer, Industrial Tribunal-cum-Labour Court, Hissar & Another.*

9. Learned counsel for the management argued that the workman was never employed by the respondent-bank as such, there is no question of terminating his services. The workman was performing his duty on daily wages as and



when required. No appointment letter was ever issued to the workman. The Bank has its own Rules & Regulations of appointment in the bank and the power lies with various higher levels of authority and not with the Branch Manager. The reference is not maintainable as there does not exist any relationship of employee and employer between the workman and the respondent-bank and no appointment letter was issued to the workman. The services of the workman were availed by the branch w.e.f. 01.06.2009 to 01.08.2013 purely on daily wages basis @ Rs.125/- per day. The workman was not eligible for interview being his over age hence he was not interviewed. The workman was refused daily job when the regular employees were selected by the selection committee after performing the procedure for selection under the Rules. The Branch Manager has no power or authority to appoint anyone in the bank. Learned counsel for the management has placed reliance in the case of *AIR 1997 SC 3657, Himanshu Kumar Vidarthi and Others Vs. State of Bihar & Others, 2010(2) RSJ 517, Punjab and Haryana High Court(DB) Divisional Forest Officer, Rohtak Vs. Jagat Singh and another, AIF (SC) 696:200 G.M. Tanda Thermal Power Project Vs. Jai Prakash Srivastava & Anr., 2004 LIC 1374: The Head Master, Govt. High School Behrana Vs. Ajit Singh and another, AIR 1994 SC 1638 Madhyamik Shiksha Parishad U.P. Vs. Anil Kumar Mishra and Others, CWP No.12303 of 2006, Punjab & Haryana High Court(DB) Shri Balbir Singh Vs. The Presiding Officer, Labour Court, Ludhiana and others, CWP No.7344 of 2007, Punjab & Haryana High Court(DB) Central Institute of Plastics Engineering Vs. The Presiding Officer, Labour Court-II< Chandigarh and another and lastly in Civil Appeal No.9792 of 2010 SC, Madhya Bharat Gramin Bank Vs. Panchal Yadav, decided on 13<sup>th</sup> July, 2021.*

10. The Hon'ble Apex Court in case of "*Deepali Gundu Surwase v. Kranti Junion Adhyapak Mahavidyalaya*" reported as (2013) 10 SCC 324 has held as under:-

*"The propositions which can be culled out from the aforementioned judgments are:*

- i) *In cases of wrongful termination of service, reinstatement with continuity of service and back wages is the normal rule.*
- ii) *Ordinarily, an employee or workman whose services are terminated and who is desirous of getting back wages is required to either plead or at least make a statement before the adjudicating authority or the Court of first instance that he/she was not gainfully employed or was employed on lesser wages. If the employer wants to avoid payment of full back wages, then I has to plead and also lead cogent evidence to prove that the employee/workman was gainfully employed and was getting wages equal to the wages he/she was drawing prior to the termination of service. This is so because it is settled law that the burden of proof of the existence of a particular fact lies on the person who makes a positive averments about its existence. It is always easier to prove a positive fact than to prove a negative fact. Therefore, once the employee shows that he was employed, the onus lies on the employer to specifically plead and prove that the employee was gainfully employed and was getting the same or substantially similar emoluments."*

11. Hon'ble Apex Court in the case *General Manager, Haryana Roadways Vs. Rudan Singh, reported as 2005 SCC (L & S) 716* observed as under:-

*"There is no rule of thumb that in every case where the Industrial Tribunal gives a finding that the termination of service was in violation of Section 25-F of the Act, entire back wages should be awarded. A host of factors like the manner and method of selection and appointment i.e. whether after proper advertisement of the vacancy or inviting applications from the employment exchange, nature of appointment namely, whether ad hoc, short term, daily wage, temporary or permanent in character, any special qualification required for the job and the like should be weighed and balanced in taking a decision regarding award of back wages. One of the important factors which has to be taken into consideration is the length of service, which the workman had rendered with the employer. If the workman has rendered a considerable period of service and his services are wrongfully terminated, he may be awarded full or partial back wages keeping in view the fact that at this age and the qualification possessed by him he may not be in a position to get another employment. However, where the total length of service rendered by a workman is very small, the award of back wages for the complete period i.e. from the date of termination till the date of the award, which our experience shows is often quite large, would be wholly inappropriate. A regular service of permanent character cannot be compared to short or intermittent daily wage employment though it may be for 240 days in a calendar year."*

12. The Hon'ble Apex Court while considering the violation of Section 25-F of the Act in *Incharge Officer & Anr. V. Shankar Shetty*, (2010) 9 SCC 126; 2010 LLR 1137 and after referring to the various decisions, held that the relief by way of back wages is not automatic and compensation instead of reinstatement has been held to meet the ends of justice and it was observed as under:-

*"2. Should an order of reinstatement automatically follow in a case where the engagement of a daily wager has been brought to end in violation of Section 25F of the Industrial Disputes Act, 1947(for short "the ID Act")? The course of the decisions of this Court in recent years has been uniform on the above question.*

*3. In Jagbir Singh V. Haryana State Agriculture Mktg. Board, (2009) 15 SCC 327, delivering the judgment of this Court, one of the us (R.M. Lodha, J.) noticed some of the recent decisions of this Court, namely, U.P. State Brassware Corpn. Ltd. V. Uday Narain Pandey, (2006) 1 SCC 479; Uttaranchal Forest Development Corpn. V. M.C. Joshi, (2007) 9 SCC 353; State of M.P. v. Lalit Kumar Verma, (2007) 1 SCC 575; M.P. Admn. V. Tribhuban, (2007) 9 SCC 748; Sita Ram v. Moti Lal Nehru Farmers Training Institute, (2008) 5 SCC 75; Jaipur Development Authority v. Ramsahai, (2006) 11 SCC 684; GDA v. Ashok Kumar, (2008) 4 SCC 261 and Mahboob Deepak v. Nagar Panchayat, Gajraula, (2008) 1 SCC 575 and stated as follows: (Jagbir Singh case (2009) 11 SCC 327, SCC pp. 330 & 335, paras 7 & 14)*

*"7. It is true that the earlier view of this Court articulated in many decisions reflected the legal position that if the termination of an employee was found to be illegal, the relief of reinstatement with full back-wages would ordinarily follow. However, in recent past, there has been a shift in the legal position and in a long line of cases, this Court has consistently taken the view that relief by way of reinstatement with back-wages is not automatic and may be wholly inappropriate in a given fact situation even though the termination of an employee is in contravention of the prescribed procedure. Compensation instead of reinstatement has been held to meet the ends of justice.*

*14. It would be, thus, seen that by a catena of decisions in recent time, this Court has clearly laid down that an order of retrenchment passed in violation of Section 25F although may be set aside but an award of reinstatement should not, however, be automatically passed."*

13. The workman has alleged in his claim statement that he worked as messenger with the management from 01.06.2009 to 02.08.2013 and was getting Rs.4,500/- per month. The name of the workman was also recommended by the Branch Manager, AG Sudhar Branch-0187 vide his letter Ref. No.340/2011 dated 27.05.2011 and the name of the workman was also forwarded by the respondents (Regional Office for registering his name under staff son category vide letter No.RO/ST/41/99 dated 25.08.99. The workman was called for interview vide letter No. RO/PAD/1/2013-14 dated 05.06.2013 before the Regional Office Fountain Chowk, College Road, Civil Lines, Ludhiana on 24.06.2013 at 9.00 AM. The workman served the legal notice through his counsel on 26.07.2013 for the said attitude of the management. The management sent frivolous reply through his counsel vide reply dated 13.08.2013 taking false plea. The juniors to the workman were retained in service. The workman was completed 240 days of work in the preceding year from the date of his termination.

14. In view of legal position discussed above, this Court is of the considered view that workman herein was not holding a regular or permanent post nor he was recruited against the post in a regular manner. In such circumstances, it is appropriate to grant reasonable compensation instead of reinstatement with back wages.

15. As such, having due regard to the facts and circumstances, an amount of Rs.50,000/-(Fifty Thousand) appears to be just and reasonable to which the workman is entitled. In case, the amount of Rs.50,000/-(Fifty Thousand) not paid within one month from the date of publication of the award, the workman is held to be entitled to 6% interest from the date of reference till payment. File after completion be consigned in the record room.

16. Let copy of this award be sent to Central Government for publication as required under Section 17 of the Industrial Disputes Act, 1947.

J. K. TRIPATHI, Presiding Officer